



**HOME INSURANCE**

**POLICY  
BOOKLET.**

**INSURANCE. SAVINGS.  
INVESTMENT MANAGEMENT.**




# ► WELCOME.

Thank you for choosing us for your home insurance. I hope you will be happy with your Legal & General policy.

Your policy is made up of this booklet and your schedule, which will be provided when you take out your policy. The schedule confirms the sections of cover you have chosen. Put them somewhere safe, so that you can refer to them if you ever need to claim. We have based your policy on the details you gave us, but please do check this booklet, your policy schedule and your statement of fact to make sure your cover meets your needs.

Please make sure you read this booklet. The introduction contains important information about your policy, plus helpful hints on how to protect your home.

A handwritten signature in black ink, appearing to read 'P. Graham', with a long horizontal flourish extending to the right.

**PETER GRAHAM**  
Managing Director  
Legal & General Insurance



# USEFUL PHONE NUMBERS.

## **GENERAL ENQUIRIES:**

**Home insurance**

**0370 900 3110**

## **HELPLINES:**

**Legal helpline**

**0370 050 0962**

**Domestic emergency helpline**

**0800 408 9103** (24 hour)

## **MAKING A CLAIM:**

**Home insurance**

**0370 900 5565**

**Home emergency cover**

(provided you have selected buildings cover)

**0845 155 6403** (24 hour)

**Family legal protection** (if selected)

**0370 050 0962**

Call charges will vary. Calls may be recorded and monitored.



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# ABOUT YOUR HOME INSURANCE POLICY.

## CHANGING YOUR MIND

If you decide this policy is not right for you, all you need to do is tell us within 14 days of your cover starting or renewing or when you receive your policy documents. We will refund the premium you have paid for the period of unused cover.



You can read more details about cancelling your policy after more than 14 days in condition 4 of the 'General conditions applying to this policy'.

## CHANGING YOUR CIRCUMSTANCES

The statement of fact, which is enclosed with your policy documents, details the information supplied by you, on which your policy is based. If any of this information is incorrect or changes, for example if you move house or if there is a change in the use or occupancy of the home, you must tell us. Changes may affect or invalidate your insurance, so please tell us as soon as you can. We may charge you a fee if you amend or cancel your policy. If your policy includes these fees, they will be shown on your policy schedule.



If you are not sure if you need to tell us, you can call us to ask on:  
**0370 900 3110**

### UNOCCUPANCY

We will not pay for loss or damage by certain causes such as malicious acts, theft and escape of water or oil, if the home is not to be lived in for more than 60 consecutive days. There is no cover from the first day the home is not lived in until such time as it is occupied again by you or persons with your permission, for continuous normal living purposes. Regular visits to the home, or occasional overnight stays, will not reinstate this cover.

If you know your home will not be lived in for any period exceeding 60 consecutive days by you or persons with your permission, you must tell us as soon as you can. We appreciate that everyone's living patterns can differ and circumstances unexpectedly change so if there is any doubt please call us immediately.

If the home is left unoccupied for more than 60 days, the chances of a loss arising increase and any damage is likely to be greater than it would be if the property was occupied. So, our assessment of the risk would be different for an unoccupied property.

### MAINTAINING YOUR PROPERTY

Please remember that it is your responsibility to look after and regularly maintain your property. Your policy is intended to cover you against sudden and unforeseen events like fire or theft. It does not cover wear and tear or damage that happens gradually over a period of time such as damp, rot or damage by vermin.

You should also regularly check your home, particularly areas commonly prone to 'wear and tear' such as guttering, flat roofs, fascia boards and boundary walls. If you are unable to inspect or view these areas from ground level or via nearby windows, then relevant building experts should be employed by you to do so.

### PROTECTING YOUR HOME

Good security reduces the risk of your home being burgled. Carefully consider how a burglar may gain entry to your home, garage and outbuildings (such as a shed) and what you can do to prevent this. Always fit good quality locks.

You will find information about protecting your home from theft in our 'helpful hints' section of this booklet. For further advice talk to your local police, a member of the British Locksmiths Association or visit [www.homeoffice.gov.uk](http://www.homeoffice.gov.uk).



**Important:** Check your policy schedule to see if we have applied our minimum standards of security endorsement. If so, you must ensure that you fit and use the window and door locks specified.

### STORMS AND EXTREME WEATHER

We consider storm to be strong winds of 41 knots/47mph or more, sometimes accompanied by rain, hail or snow. Heavy or persistent rain alone does not constitute storm unless the downpour is torrential (25mm/1 inch or more of rain over a one hour period, or a proportionate amount over a shorter time). Buildings in sound condition will withstand all but the most extreme weather. It is important to remember that you are responsible for maintaining your property in a good state of repair.

If you are claiming for storm damage we will ask you to provide us with the date of the damage and show us how the conditions at the time damaged your home. We may appoint one of our specialists to inspect your home or ask you to provide us with a report by your contractor.



## VERY IMPORTANT NOTICE.

Please note that this home insurance policy is designed to insure your property against loss or damage. It does not cover the maintenance of your home.

That means we will not cover the cost of wear and tear or maintenance costs such as defective rendering, repointing chimneys or general roof maintenance.

We also do not cover damage that happens over time such as damp, rot or damage from vermin.

You should keep your property in good repair, and take reasonable steps to avoid loss or damage.

### THE FINANCIAL SERVICES COMPENSATION SCHEME

The Financial Services Compensation Scheme (FSCS) is designed to pay customers compensation if they lose money because a firm is unable to pay them what they owe for any reason. Your ability to claim from the scheme and the amount you may be entitled to will depend on the specific circumstances of your claim.

Most customers, including most individuals and small businesses, are covered by the scheme. You can find out more about the FSCS (including amounts and eligibility to claim) by visiting its website:



[www.FSCS.org.uk](http://www.FSCS.org.uk)

or calling:



**0800 678 1100**

The FSCS may arrange to transfer your policy to another insurer, provide a new policy or if these are not possible, provide compensation. FSCS compensation covers payment up to 90% of the value of the claim per firm. There is no upper financial limit on the claim. However, the rules of the FSCS may change and the FSCS may take a different approach on the application of these rules to a firm depending on the circumstances of the failure of that firm.



# PROTECTING OUR CUSTOMERS AND US FROM FRAUD.

## WHAT IS FRAUD?

### **Fraud by deliberately not telling us the truth**

A person is committing fraud if they:

- Knowingly make an untrue or misleading statement about their circumstances or their claim.
- Intend to make a gain or cause a loss to someone else, for example their insurer.

### **Fraud by failing to provide information**

A person is committing fraud if they:

- Fail to give us information we ask for.
- Intend to make a gain or cause a loss to someone else, for example their insurer.

## HOW WE DEAL WITH FRAUD

Insurance fraud is a serious issue, so we take certain measures to protect us and our customers from it.

Fraud leads to a rise in premiums, so in order to be fair to all our customers, we are rigorous about finding and stopping fraud.

If fraud is established we will:

- Cancel the policy cover without any refund of premium.
- Not pay any claims under the policy.
- Recover any money already paid.
- Recover any investigation and legal costs.
- Inform other organisations as well as anti-fraud databases such as CIFAS, CUE and Hunter.

We can also inform the police, which could result in prosecution.

# MAKING A CLAIM.

We are determined to provide you with a fair and exceptional customer service. We recognise that any loss or damage to your family home and possessions causes you a great deal of distress. When things go wrong, we are ready and waiting to put them right as quickly and efficiently as possible.

## INFORMATION NEEDED WHEN MAKING A CLAIM

Contact us as soon as you can. We will take as many details as possible over the phone, so it helps if you have got the following to hand:

- Policy number.
- Date and time of the loss or damage.
- If relevant, the police loss report number or crime reference number.

We may request more information such as:

- The date and place of purchase, plus receipts, invoices, instruction booklets, valuations or photographs.
- The location of the property when it was lost or damaged.
- For damaged property, confirmation from a suitably qualified tradesman of the cause of damage and whether or not the item can be economically repaired.

We may not meet your claim, or settlement may be reduced, if you cannot provide these details.

Sometimes we or an expert we appoint may wish to meet you to discuss the claim, inspect the damage, or carry out further enquiries.

**Make sure you do not throw away damaged contents. Store them in a dry place as you will need them to support your claim.**

## WARRANTIES AND GUARANTEES

Please be aware that in the event of a claim, items covered by the policy may be replaced or repaired by specialists appointed by us. Certain products may be subject to warranties or guarantees that become invalid if a third party modifies, adjusts or repairs the item.

We do not cover the invalidation or loss of any warranty and guarantee as part of your cover.

Any item replaced will have the normal manufacturers guarantee and any repair work will have a warranty by our supplier for the work done. In the event of a repair of an item, please inform us and any specialist appointed by us of any warranty that applies; we may choose a repair by the original supplier in order to preserve your warranty.

## HOW TO MAKE A CLAIM

We take pride in the claims service we offer to our customers and believe it should be as straightforward as possible.

If an accident, loss or damage occurs to your home or belongings that could result in a claim, then this is what you need to do.

If you are in any doubt as to what you should do, or you need help in making your claim, please give us a call.

### 1. CHECK WHETHER YOU ARE COVERED

- Check your policy schedule, which lists the sections of cover you have chosen and any endorsements that apply.
- Refer to this policy booklet, particularly the section relevant to your claim.  
Please check:
  - Details of what we will and will not cover.
  - ‘Claims settlement’ at the end of each section – this tells you about any conditions that may affect the amount of any claim settlement.
  - All general exceptions and conditions.

### 2. REPORT TO POLICE (IF APPLICABLE)

Please report the following to the police as soon as possible and obtain a crime reference number or loss report number as appropriate:

- Theft, attempted theft or loss of property.
- Any loss or damage caused by malicious acts, vandalism, riot, civil commotion, strikes or labour disturbances.

### 3. MAKE A CLAIM

Please take a look at the examples of ‘Information needed when making a claim’ on the previous page before giving us a call.

**Claims under sections 1 (excluding home emergency cover), 2, 3 and 5.**



**0370 900 5565** (24 hour)

We have a nationwide network of repairers and suppliers, all carefully selected for their expertise and professional reputation.

Our address:            Legal & General Insurance, Centre City House, The Podium,  
5 Hill Street, Birmingham B5 4US.

### 3. MAKE A CLAIM (continued)

#### Home emergency cover claims (section 1, part 3)



**0845 155 6403** (24 hour)

Call immediately the 24 hour emergency helpline provided by HomeServe Claims Management with your policy number.

Their address is: HomeServe Claims Management Ltd, Fulwood Park, Caxton Road, Fulwood, Preston PR2 9NZ.

You should always immediately contact the emergency services or the public supply authority if there is an emergency that could result in serious damage or danger. Suspected gas leaks should always be reported to the National Gas emergency helpline on:



**0800 111 999**

#### Family legal protection claims (section 4)

Phone the legal helpline for a claim form as soon as possible on:



**0370 050 0962**

#### Returning the claim form

When you have completed the claim form you should return it as soon as possible to: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

### 4. WHAT HAPPENS NEXT?

We will write to confirm your claim details and keep in touch by phone to let you know what is happening.

We may ask an independent loss adjuster to visit you, in which case we will let you know.

Complicated claims, such as those for subsidence, may take longer than usual to complete. If that is the case we will give you the name of a personal contact who will keep you informed about progress.

## 4. WHAT HAPPENS NEXT? (continued)

### Replacement and repairs

We take pride in the claims service we offer to our customers. We have a number of approved suppliers and specialists who will carry out repairs and replace damaged items.

We may offer repair or replacement through our approved suppliers. However, if you prefer to use your own tradesman or receive a cash settlement for replacement goods instead, then we will need to agree this with you beforehand and any payment would not normally exceed the discounted amount we would have paid to our preferred supplier.

We may refuse to agree costs that are incurred by you before our agreed consent is given or for damaged items that are disposed of before inspection.

We try to make the claims process as sustainable as possible and will repair your property wherever it makes economic and environmental sense to do so.

## EXCESSES AND HOW THEY APPLY TO YOUR POLICY

The excess is the amount you must pay towards each and every claim. The excesses are shown in the policy booklet and/or by endorsement on your policy schedule.

There are three types of excess:

- **Policy Excess:** this is applied to all policyholders and is part of the policy terms, in addition to this excess there may be a:
- **Voluntary Excess:** this is an optional amount that you can choose which will reduce your premium but will also reduce the payment of claims under the policy; and/or a
- **Compulsory Excess:** these may be applied by us to your policy to reflect your policy risk. If we have added any compulsory excess, we will tell you before they apply, and they will be shown as an endorsement on your policy schedule. A compulsory excess may apply to one or all sections of the policy.

For example, a burglary could result in damage to your buildings and also theft of your contents. If both your buildings and contents were insured under this policy with a standard policy excess of £100 on each section, we would only apply one £100 excess.

If you had chosen a voluntary £150 excess under one or both of these sections, then the voluntary excess would apply in addition: i.e. we would add the two excesses together to make a total excess of £250 (£100 policy plus £150 voluntary). If your policy was subject to an endorsement that applied an additional compulsory £200 excess in respect of theft, then we would apply a total excess of £450 (£100 policy plus £150 voluntary plus £200 compulsory by endorsement).

We want you to understand how much you will have to pay in the event of a claim, so if you need any help or guidance, please do not hesitate to contact us.

# HELPFUL HINTS ON PROTECTING YOUR FAMILY AND YOUR HOME.

Every year thousands of people make insurance claims. At Legal & General, we strive to help customers deal with the distress they suffer at this time by ensuring the best possible service and trying to get things back to normal, where we can, as soon as possible.

We have put together some helpful hints to help you reduce the risk of some of the most common incidents happening.

## FIRE

- You will get an early warning of fire from a smoke alarm, so fit one on each floor of your home. Test your alarms regularly.
- If you have an open fire, you will need to have your chimney swept once a year so soot does not build up and cause a fire or brickwork damage.
- Half of all fires in the home happen in the kitchen. If you are cooking with hot oil take extra care, do not leave children alone in the kitchen and keep matches out of reach.
- Do not overload electrical sockets and switch them off at night. If you go on holiday, unplug all your appliances.
- If you are burning candles blow them out before you leave the room. You will need to keep them away from children and put them in secure holders. Put them on a surface that cannot burn and away from anything that could catch fire.
- If you smoke, you will need to make sure you stub out your cigarettes properly. Do not smoke in bed.
- Agree a fire escape plan with your family. You will need to know where you keep the door and window keys and how you will get out.
- If there is a fire, get everyone out and call **999**.
- You may find it helpful to speak to your local fire service to find out if they offer a free fire safety visit. You will find more information at: [www.firekills.gov.uk](http://www.firekills.gov.uk) or [www.fire.gov.uk](http://www.fire.gov.uk).

## THEFT

- Install window locks on ground floor windows and deadlocks on all your external doors. Check your doors are in good condition and have toughened glass.
- Lock all your windows and doors when you leave home, even for a quick trip.
- If you go on holiday, ask someone to keep an eye on your home and pick up your mail. You should cancel your milk and paper delivery.
- Make your home look as if someone is in by leaving lights or a radio on when you are out.
- If you have a shed or outbuilding keep it locked.
- Please keep your keys out of sight. Do not hide them under flowerpots or garden ornaments.
- Mark your valuable items with your postcode and house number with special security markers.
- Think about joining a neighbourhood watch scheme and/or having a burglar alarm installed. You will put off potential thieves.
- Do not let strangers into your home without proof of identity. Consider fitting a door safety chain or a spyhole.

For further advice talk to your crime prevention officer at your local police station, a member of the British Locksmiths Association or visit: [www.homeoffice.gov.uk](http://www.homeoffice.gov.uk).

## BURST AND FROZEN PIPES

- Check insulation and lagging on your water pipes and tanks. You will need to take extra care with any pipes outside or in your loft.
- If you go on holiday during the winter, keep your central heating on low. If you keep your loft hatch open warm air can get to your pipes.
- If you want to leave your heating off then you will need to drain your whole central heating system and switch off the water supply at the mains.
- You need to know where your stop tap is so you can switch the water off if a pipe bursts.
- If despite your precautions, your pipes do freeze, turn off the water at the main stopcock; also switch off the central heating and immersion heater, etc. Open the tap nearest to the part of the pipe you think is frozen so the water can flow through when it has melted.

## LEAKS

- Check your radiator valves regularly for leaks.
- Check and clear your gutters regularly. You will need to repair any damage so water does not get into your home.
- If you see any patches of damp, mildew or mould, get them checked. You might stop gradual leaks from damaging your home. These are not covered by your policy.
- Check the fitting and working order of your washing appliances.
- You will need to check your overflows on toilets, water tanks and central heating header tanks regularly. At the same time you can check that your ball cock valves close and the ball sits correctly.

**REMEMBER**

- Have a gas check once a year. A Gas Safe registered engineer should check that your boiler, radiators and gas appliances are safe and working properly.
- Check your roof for missing or loose tiles. You will need to repair any damage to prevent leaks.
- Check your trees and shrubs. If you have big trees ask a tree surgeon to look at them. Think carefully about where you plant any new trees or shrubs so the roots do not damage your home.
- You need to check your loft regularly for squirrel and wasp nests. If you do find any, have them removed.

# THE INSURANCE CONTRACT.

1. This policy booklet, **your** policy schedule, any applicable endorsements and amendment notices **we** issue to **you** at renewal, together all form the contract between **you** and **us**. This contract will be governed under the laws of England and Wales, and any reference **we** make to specific statutes will mean the UK statute and equivalent laws in the Channel Islands or Isle of Man.
2. Wherever a word is in bold type, it takes a specific definition from **our** policy definitions or section definitions.
3. This **policy** is for a minimum of 12 months and is annually renewable in accordance with the general conditions applying to this **policy**. **We** will insure **you** under the sections shown on **your** policy schedule against loss, damage or liability occurring during the **period of insurance**, according to the terms and conditions of this **policy**. **We** will provide this insurance once **we** have received and accepted **your** first premium or **your** agreement to pay **your** first premium, and any further premiums due to **us**.
4. If endorsements apply to **your policy**, they will be listed on **your** policy schedule. An endorsement changes **your policy's** terms and conditions. Specific details can be found within the endorsements section of this policy booklet or will be sent to **you** separately.

## POLICY DEFINITIONS.

### ACCIDENTAL BREAKAGE

Sudden, unintentional and unexpected physical breakage that can be seen.

### ACCIDENTAL DAMAGE

Sudden, unintentional and unexpected physical damage that can be seen.

### BUILDINGS

**Your home**, and its permanent fixtures and fittings including:

- i) tennis courts, paved terraces, paths, drives, walls, fences, gates and hedges;
- ii) permanently installed:
  - a) swimming pools;
  - b) hot tubs;
- iii) permanently connected:
  - a) drains, pipes and cables;
  - b) service tanks and central heating oil tanks;
  - c) wind turbines, solar panels and ground source heating pumps;

all sited within the boundaries of the land belonging to **your home**.

### **BUSINESS EQUIPMENT**

Computers, modems, keyboards, monitors, printers, word processing equipment and computer aided design equipment, facsimile machines, photocopiers, typewriters, telecommunication equipment and office furniture, but not including any property held as trade stock.

### **COMPUTER VIRUS**

Any loss or damage to any property (including computers and loss or corruption of data) caused directly or indirectly by an attack by electronic means including computer hacking or the introduction of any form of computer virus.

### **CONTENTS**

Household goods, personal belongings and **business equipment** owned by **you** or for which **you** are legally responsible including:

- i) pedal cycles;
- ii) **money**; and
- iii) tenants' permanent fixtures and fittings;

in **your home**

#### **but excluding:**

- Vehicles and other means of transport that are mechanically propelled or assisted, whether licensed for road use or not, or their parts or accessories (other than domestic gardening equipment, mobility carriages, electric wheelchairs and electrically assisted pedal cycles that are not required to be licensed if used on a public road).
- Caravans, trailers, aircraft, hovercraft, boats or their parts or accessories.
- Livestock or pets.
- Landlord's fixtures and fittings.
- Property held or used for business purposes other than **business equipment**.
- Any part of the **buildings**.
- Property insured under any other policy.

### **CREDIT CARDS**

Credit cards, charge cards, cheque cards and cash dispenser cards all held solely for private or domestic purposes.

### **ELECTRONIC EQUIPMENT**

- i) Any computer equipment, system or software.
- ii) Any product, equipment or machinery containing, connected to or operated by means of a data processor chip.

### **ELECTRONIC FAILURE**

Any loss of or damage to any property (including computers and the loss or corruption of data) caused, directly or indirectly, by the failure of any **electronic equipment**, whether belonging to **you** or not, to correctly recognise, accept, respond to or process any date or part of a date or any data or instruction.

### EMERGENCY

A sudden, unexpected event involving **your home** which requires immediate remedial action to make **your home** safe or secure and avoid initial or further damage.

### EXCESS

The amount **you** must pay towards each and every incident of loss or damage.



Refer to **your** policy schedule and the 'Making a claim' section of this policy booklet for information on excesses and how they apply to **your policy**.

### HIGH RISK PROPERTY

- i) Articles of jewellery, pearls, gemstones, gold, silver and precious metal.
- ii) Pictures and works of art.
- iii) Any rare or unusual article that is collectable.
- iv) Stamp and coin collections.
- v) Computers.
- vi) Software, data, files and downloads stored on any computer, entertainment, audio or video equipment.
- vii) Clocks and watches.

### HOME

The private dwelling, garage and domestic outbuildings at:

- i) The address stated on **your** policy schedule.
- ii) Any other address detailed by endorsement.

### INSURED PERSON(S)

**You**, or in **your** absence on a trip away from **home**, the person authorised by **you** as the keyholder responsible for the **home**.

### LEGAL & GENERAL

Legal & General Insurance Limited.

### MONEY

Current legal tender, cheques, postal and money orders, postage stamps not forming part of a stamp collection, saving stamps and savings certificates, luncheon vouchers, travellers' cheques, travel tickets, premium bonds and gift tokens all held solely for private or domestic purposes.

### PAIR OR SET

Articles which complement one another or are used together.

### PERIOD OF INSURANCE

The period of insurance stated on **your** policy schedule.

### PERIOD OF UNOCCUPANCY

Any period, starting from the first day, during which the **home** will not be lived in for more than 60 consecutive days.

**PERSONAL PROPERTY**

Clothing, personal belongings and valuables that **you** normally wear or carry with **you**

**but excluding:**

- **Money, credit cards**, securities and documents.
- Vehicles and other means of transport that are mechanically propelled or assisted, whether licensed for road use or not, or their parts or accessories.
- Pedal cycles, caravans, trailers, aircraft, hovercraft, boats or their parts or accessories.
- Goods **you** use as part of **your** business or trade.
- Household goods and domestic appliances.

**PLANTS**

Flowers, plants, shrubs or trees all in pots or containers.

**POLICY**

The policy booklet, **your** policy schedule and any applicable endorsements and amendment notices that may apply.

**POLICYHOLDER**

The person(s) named as policyholder on **your** policy schedule.

**REPAIRER**

**Our** approved tradesman.

**SANITARYWARE**

Wash basins and pedestals, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels but not including swimming pools or hot tubs.

**STATEMENT OF FACT**

A statement of the information supplied by **you** on which **your policy** is based.

**US, WE or OUR**

- i) For section 1 parts 1 and 2, and sections 2, 3, 4 and 5, **Legal & General**.
- ii) For section 1 part 3, Inter Partner Assistance SA.

**YOU or YOUR**

The **policyholder** and any member of the **policyholder's** family permanently residing at **your home**.

# SECTION 1.

## BUILDINGS, PROPERTY OWNERS' LIABILITY AND HOME EMERGENCY COVER.

Please note that this section only applies if it is shown on **your** policy schedule.

**i**

See also the policy definitions on page 12–15 and the general exceptions and conditions on pages 54–59.

## PART 1 – BUILDINGS.

The **buildings** are insured against loss or damage caused by:

We will not pay for:

1. Fire, smoke, explosion, lightning or earthquake.
2. Riot, civil commotion, strikes or labour disturbances.
3. Malicious acts or vandalism.

- The **excess** shown on **your** policy schedule under paragraphs 1 to 15 and A to D of this section.

- Loss or damage occurring during a **period of unoccupancy**.
- Loss or damage caused by **you, your** domestic employees, lodgers, paying guests or tenants.

The **buildings** are insured against loss or damage caused by:

We will not pay for:

4. Storm or flood.

- Loss or damage caused by frost.
- Loss or damage to fences, gates and hedges.
- Loss or damage caused by underground water.
- Loss or damage caused by subsidence, heave or landslip.  
(Subsidence or heave of the site on which the **buildings** stand or landslip caused by storm or flood would be insured under paragraph 5 and subject to the exceptions and **excess** applicable to that paragraph.)

5. Subsidence or heave of the site on which the **buildings** stand or landslip.

- Loss or damage:
  - i) To swimming pools, hot tubs, tennis courts, service tanks, central heating oil tanks, ground source heating pumps, terraces, paths, drives, walls, fences, gates and hedges unless **your home** is damaged by the same cause and at the same time.
  - ii) Caused by compaction of infill.
  - iii) Occurring while the **buildings** are undergoing demolition, structural alterations or structural repairs.
  - iv) Caused by settlement, shrinkage or expansion.
  - v) Caused by river or coastal erosion.
  - vi) Arising from defective design, defective materials, or faulty workmanship.
  - vii) Arising from movement of solid floors, unless the foundations beneath the exterior walls of **your home** are damaged by the same cause and at the same time.

6. Theft or attempted theft.

- Loss or damage occurring during a **period of unoccupancy**.
- Loss or damage caused by **you, your** domestic employees, lodgers, paying guests or tenants.

The **buildings** are insured against loss or damage caused by:

7. Escape of water from any washing machine, dishwasher or plumbed in domestic water or heating installation.

We will not pay for:

- Loss or damage occurring during a **period of unoccupancy**.
- Loss or damage caused by water overflowing from wash basins, sinks, bidets, showers, and baths as a result of taps being left on. (If it is **accidental damage** and **you** have cover under paragraph 15, this would be insured subject to the exceptions applicable to that paragraph.)
- Loss or damage caused by the failure, or lack of grout and/or sealant.
- Loss or damage caused by subsidence, heave or landslip. (Subsidence or heave of the site on which the **buildings** stand or landslip caused by escape of water would be insured under paragraph 5 and subject to the exceptions and **excess** applicable to that paragraph.)
- Loss or damage that happens gradually over a period of time.

8. Collision with any aircraft or other aerial device (or anything dropped from them) or with any vehicle or animal.

9. Leakage of oil from any fixed oil fired heating installation.

10. Falling trees and branches.

11. Falling television and radio receiving aerials, aerial fittings or masts.

• Loss or damage occurring during a **period of unoccupancy**.

• Loss or damage to trees and branches.

This section also provides insurance against:

We will not pay for:

12. **Accidental damage** to underground pipes or cables serving the **buildings**.

- Damage for which **you** are not legally responsible.
- Damage to any part of the pipe or cable above ground level.

13. **Accidental breakage** of:

- i) fixed glass including ceramic hobs forming part of the **buildings**; and
- ii) fixed **sanitaryware** forming part of the **buildings**.

• Breakage occurring during a **period of unoccupancy**.

14. Frost damage to any plumbed in domestic water or heating installation.

• Loss or damage occurring during a **period of unoccupancy**.

**Paragraph 15 only applies if your policy schedule shows that extended accidental damage to buildings is included.**

**The buildings are insured against:**

**15. Accidental damage.**

**We will not pay for:**

- **Electronic failure.**
- The cost of maintenance and routine redecoration.
- Damage caused by settlement, shrinkage or expansion of the **buildings** or the site.
- Damage caused by wear and tear, depreciation, rot, fungus, insects, vermin, atmospheric or climatic conditions or other damage that happens gradually over a period of time.
- Damage caused by chewing, scratching, tearing or fouling by domestic pets.
- Damage caused by faulty workmanship, defective design, or the use of defective materials.
- Damage caused by water entering the **buildings**.  
(Water damage caused by an event under paragraphs 1 to 14 is insured subject to the exceptions and **excess** applicable to that paragraph.)
- Damage occurring while the **buildings** are undergoing demolition, structural alterations or structural repairs.
- Damage caused by **your** lodgers, paying guests or tenants.
- Any damage specifically excluded in section 1.

**We also provide cover for:**

**A. Loss of rent and alternative accommodation**

During the period **your home** is made uninhabitable by any cause insured under this section **we** will pay for:

- i) Loss of rent that is no longer payable to **you**.
- ii) Any ground rent which continues to be payable by **you**.
- iii) The cost of comparable alternative accommodation if **you** are the occupier.

**We will not pay for:**

## We also provide cover for:

### B. The period between exchange of contracts and completion

- i) **You** will be entitled to the benefit of the cover provided by paragraphs 1 to 14 of section 1 of this **policy** between exchange of contracts and completion of the purchase provided that:
  - a) The **period of insurance** commences on or before completion of the purchase of the **buildings**.
  - b) **We** received and accepted **your** application for insurance cover on the **buildings** prior to the date of the loss or damage.
  
- ii) If **you** contract to sell the **buildings**, the purchaser will be entitled to the benefit of the cover provided by part 1 of section 1 of this **policy** between exchange of contracts and completion of the sale provided that:
  - a) The purchaser completes the purchase.
  - b) The **buildings** are not otherwise insured.

### C. Additional costs

If the following costs are incurred with **our** consent in making good the insured loss or damage, **we** will pay for:

- i) Architects', surveyors', consulting engineers' and legal fees.
- ii) The cost of clearing the site and making safe the damaged parts of the **buildings**.
- iii) Costs incurred solely because of the need to comply with any statutory requirement or local authority by-law.
- iv) The cost of making good damage to landscaped gardens caused by Fire Brigade equipment and personnel in the course of combating fire.

## We will not pay for:

- i) Loss or damage:
  - That would be insured under any other policy in the absence of this cover.
  - That the seller is responsible for making good.
  - Occurring while the **buildings** are in the course of construction or undergoing demolition, structural alterations or structural repairs.
  - Occurring while the property is not fit for normal living purposes.
  - Occurring more than 90 days prior to completion of the purchase of the **buildings**.

**We also provide cover for:****We will not pay for:****D. Tracing and accessing leaks inside the home**

The insurance provided by paragraphs 7 and 9 of this section also covers the reasonable costs involved in tracing the source of the escape of water or leakage of oil and replacement or repair of any walls, floors or ceilings (including fixtures and fittings attached to them), inside the **home** where this occurs in the course of these investigations.

**E. Emergency access**

**We** will pay for damage to the **buildings** caused by fire, ambulance or police services if they have to make a forced entry to **your home** as a result of an emergency.

**F. Theft of keys**

If **your** keys are stolen **we** will pay for the replacement and installation of door locks for any external door of **your home**.

- Loss or damage that is otherwise insured.

**INFLATION PROTECTION UNDER PART 1**

**This only applies if your policy schedule shows that inflation protection applies to buildings.**

The sum insured is linked to the House Rebuilding Cost Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors. If this index is no longer published, **we** will use a suitable alternative index.

Each month **we** will automatically adjust the sum insured in line with changes in the index. At renewal, the premium will be based on the adjusted sum insured. Should the index fall below zero, **we** will not reduce the sum insured.

During the period of repairs resulting from loss or damage, the sum insured will continue to be index-linked, provided **you** ensure that the work is carried out without delay.

## CLAIMS SETTLEMENT UNDER PART 1

If the **buildings** are damaged as a result of any of the causes insured under **your policy**:

1. **We** will pay the cost to **us** of any necessary replacement or repair work carried out, provided that, immediately prior to the incident giving rise to the damage, the **buildings** are in good repair.
2. **We** will either make a deduction for wear and tear from the cost to **us** of any necessary replacement or repair work or, at **our** option, pay the reduction in market value resulting from the damage, where:
  - i) Replacement or repair is not carried out.
  - ii) Immediately prior to the incident giving rise to the damage, the **buildings** are not in good repair.
3. The maximum amount **we** will pay in respect of any one claim is:

i) <b>Buildings</b> (including additional costs) (see paragraph C).	The sum recorded on <b>your</b> policy schedule.
ii) Loss of rent and alternative accommodation (see paragraph A).	The sum recorded against the loss of rent and alternative accommodation limit on <b>your</b> policy schedule.
iii) For tracing and accessing leaks (see paragraph D).	£5,000
iv) For emergency access (see paragraph E).	£1,000
v) For theft of keys (see paragraph F).	£750

The sum insured will not be reduced following payment of a claim, provided that all replacement or repair work is completed and any reasonable recommendations **we** make to prevent further damage are carried out without delay.

## PART 2 – PROPERTY OWNERS' LIABILITY TO THIRD PARTIES.

**We will cover you** against liability at law for damages payable in respect of:

- Death or bodily injury (including disease and illness).
- Loss of or damage to material property.

Caused by an accident occurring during the **period of insurance** and incurred by **you**:

- As owner of the **buildings**.
- In respect of any buildings previously owned and occupied by **you** for residential purposes and incurred as a result of section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975. Section 3 of the Defective Premises Act 1972 provides that **you** are not relieved of any legal responsibility arising from work done on any building owned by **you** simply because **you** sold that building after the work was done.

If this **policy** is cancelled when **you** sell **your home**, the cover provided by paragraph ii) above will continue for seven years from the date that cover was cancelled, provided no other policy covers the liability.

**We will not pay** for liability arising from:

- Death of or bodily injury (including disease and illness) to **you** or any person employed by **you**.
- Loss of or damage to material property belonging to **you** or under **your** charge or control.
- **Your** business or profession, except for the letting of the **buildings** or any part thereof for private residential purposes.
- Accidents for which **you** may be responsible as occupier of the **buildings**.
- The use or possession of lifts or mechanically propelled vehicles.
- A contractual obligation.

### CLAIMS SETTLEMENT UNDER PART 2

The maximum amount **we** will pay for any one claim or number of claims arising out of any one incident is:

- £2,000,000; and
- all legal costs and expenses that **you** have to pay, provided they are incurred with **our** written consent.

If **you** die, **we** will cover **your** personal representatives for any liability incurred by **you** and insured by this **policy**.

## PART 3 – HOME EMERGENCY COVER.

Cover under this part is insured by Inter Partner Assistance SA, The Quadrangle, 106–118 Station Road, Redhill, Surrey RH1 1PR, and claims are managed on their behalf by HomeServe Claims Management Limited, Fulwood Park, Caxton Road, Fulwood, Preston PR2 9NZ. Inter Partner Assistance SA is authorised by the Commission Bancaire, Financière et des Assurances (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority (FSA) in the UK.

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See also the policy definitions on pages 12– 15.

### We will pay for:

- Call out charges, labour and parts or materials for immediate repairs to stabilise and remove the **emergency**.

We will send a **repairer** to assess the situation and carry out emergency work arising from:

1. Burst pipes or sudden leakage.
2. Break in or vandalism, compromising the security of **your home**.
3. Storm damage causing water to enter **your home** or likely to cause further loss or damage to **your home** or its **contents**.
4. Impact damage by falling trees, or by a vehicle or a plane or aerial debris.
5.
  - i) Failure of **your** domestic water mains supply leaving **you** with no running water.
  - ii) Failure of **your** gas supply pipe leaving **you** unable to use **your** gas appliances.
  - iii) Failure of **your** domestic electricity system leaving **your home** without electricity.
  - iv) Blocked drains.
6.
  - i) Failure of **your** domestic hot water system.
  - ii) Total failure of **your** central heating system between the months of September and April inclusive.
7. A smashed toilet bowl or cistern, or breakage of the cistern internal mechanism that prevents flushing.
8. Emergency repairs if subsidence or heave or landslip causes sudden damage allowing water to enter or compromise the security of **your home** by breaking external windows, doors or their frames.

### We will not pay for:

- Routine day to day home maintenance.
- In connection with the boiler or warm air unit:
  - i) Air locks in the central heating piping.
  - ii) Malfunctioning of the central heating wall or room thermostats.
  - iii) Central heating failure in the months May to August inclusive.
  - iv) Failure of the central heating pump.
  - v) Failure of zone or changeover valves.
  - vi) Any claim involving a boiler or warm air unit with an output exceeding 170,000 btu's capacity.
  - vii) Any boiler or warm air unit more than eight years old.
  - viii) Replacement of any boiler or warm air unit if repair or reinstatement is not possible due to non-availability of parts.
- The following incidents or circumstances:
  - i) Breakage of internal glass or of any basin, bath, bidet or shower base.
  - ii) Failure of any services where the problem is situated outside the boundary of the plot of land on which **your home** is situated or beyond the part of the sole or shared supply system or piping for which **you** are legally responsible.
  - iii) The cost of effecting permanent repairs once the immediate emergency situation has been resolved, including any redecoration or making good the structure, fixtures and fittings of **your home**.

## CLAIMS SETTLEMENT UNDER PART 3

The maximum amount **we** will pay for call out labour and parts or materials arranged by **us** and arising from any one incident is £150 (including VAT). The maximum amount **we** will pay for call out labour and parts or materials not arranged by **us** and arising from any one incident is £50 (including VAT).

### GENERAL EXCEPTIONS APPLYING TO PART 3

**We** will not pay for:

1. Circumstances already known to **you** when **you** applied for insurance or before the **period of insurance** begins.
2. Damage to **contents** of **your home**.
3. An insured event where the cost can be recovered from elsewhere, for example under another insurance policy or maintenance agreement.
4. Subsequent claims arising from the same cause or event where the original fault has not been properly repaired (unless the repair was carried out under the terms of this **policy** by **our** approved tradesman).
5. Any deliberate act of any **insured person**.
6. **Electronic failure**.

### GENERAL CONDITIONS APPLYING TO PART 3

If work carried out exceeds £150 **you** will be expected to pay the **repairer** promptly.



## HOW TO GET HELP.

After checking **your** circumstances are covered, please call the 24 hour emergency helpline on:



**0845 155 6403** (with **your** policy number)

**You** should always immediately contact the emergency services or the public supply authority if there is an emergency that could result in serious damage or danger.

Suspected gas leaks should always be reported to the National Gas emergency helpline on:



**0800 111 999**

# SECTION 2.

## CONTENTS AND OCCUPIERS' LIABILITY.

Please note that this section only applies if it is shown on **your** policy schedule.

**i**

See also the policy definitions on pages 12– 15 and the general exceptions and conditions on pages 54– 59.

## PART 1 – CONTENTS.

The **contents** are insured against loss or damage caused by:

We will not pay for:

1. Fire, smoke, explosion, lightning or earthquake.

2. Riot, civil commotion, strikes or labour disturbances.

3. Malicious acts or vandalism.

4. Storm or flood.

- The **excess** shown on your policy schedule under paragraphs 1 to 14 and A to O of this section.


- Loss or damage occurring during a **period of unoccupancy**.
- Loss or damage caused by **you, your** domestic employees, lodgers, paying guests or tenants.
- **Computer virus**.

- Loss or damage caused by underground water.

The **contents** are insured against loss or damage caused by:

We will not pay for:

- |   |   |
|---|---|
| <p>5. Subsidence or heave of the site on which <b>your home</b> stands or landslip.</p>                                     | <ul style="list-style-type: none"> <li>• Loss or damage caused by:               <ol style="list-style-type: none"> <li>i) Compaction of infill.</li> <li>ii) Settlement, shrinkage or expansion of the <b>buildings</b>.</li> <li>iii) River or coastal erosion.</li> </ol> </li> <li>• Loss or damage arising from defective design, defective materials or faulty workmanship.</li> <li>• Loss or damage occurring while <b>your home</b> is undergoing demolition, structural alterations or structural repairs.</li> </ul> |
| <p>6. Theft or attempted theft.</p>   | <ul style="list-style-type: none"> <li>• <b>Money</b>, unless force and violence is used to gain entry to <b>your home</b>.</li> <li>• Any loss or damage if <b>your home</b> or any part of it is let or lent, unless force and violence is used to gain entry to <b>your home</b>.</li> <li>• Loss or damage occurring during a <b>period of unoccupancy</b>.</li> <li>• Loss or damage caused by <b>you</b>, <b>your</b> domestic employees, lodgers, paying guests or tenants.</li> </ul>                                   |
| <p>7. Escape of water from any washing machine, dishwasher or plumbed in domestic water or heating installation.</p>        | <ul style="list-style-type: none"> <li>• Loss or damage occurring during a <b>period of unoccupancy</b>.</li> <li>• Loss or damage caused by water overflowing from wash basins, sinks, bidets, showers, and baths as a result of taps being left on.<br/>(If it is <b>accidental damage</b> and <b>you</b> have cover under paragraph 14, this would be insured subject to the exceptions applicable to that paragraph.)</li> <li>• Loss or damage caused by the failure, or lack of, grout and/or sealant.</li> </ul>         |
| <p>8. Collision with any aircraft or other aerial device (or anything dropped from them) or with any vehicle or animal.</p> | <ul style="list-style-type: none"> <li>• Loss or damage caused by domestic pets.</li> </ul>   |
| <p>9. Leakage of oil from any fixed oil fired heating installation.</p>   | <ul style="list-style-type: none"> <li>• Loss or damage occurring during a <b>period of unoccupancy</b>.</li> </ul>   |



The **contents** are insured against loss or damage caused by:

10. Falling trees and branches.

We will not pay for:

- Loss or damage to trees and branches.

11. Falling television and radio receiving aerials, aerial fittings or masts.

This section also provides insurance against:

We will not pay for:

12. **Accidental damage to business equipment**, televisions and their aerials, digital receivers, radios, computers and ancillary equipment, and other audio and video equipment.

- **Electronic failure.**
- **Computer virus.**
- Wear and tear.
- Electrical or mechanical breakdown.
- Damage caused in the process of cleaning, maintenance, repair or dismantling.
- Damage to records, cassettes, discs or other data storage devices.
- Damage to items designed and intended to be portable or to hand held computer equipment and games.

13. **Accidental breakage** of mirrors and glass tops to furniture and fixed glass (including ceramic hobs) in furniture.

Paragraph 14 only applies if your policy schedule shows that extended accidental damage to contents is included.

The **contents** are insured against:

14. **Accidental damage.**

We will not pay for:

- **Electronic failure.**
- **Computer virus.**
- Damage to clothing (including furs), **money**, food and drink.
- Damage caused by chewing, scratching, tearing or fouling by domestic pets.
- Damage caused by scratching, denting, wear and tear, depreciation, rot, fungus, insects, vermin, atmospheric or climatic conditions, the effect of light, or other damage that happens gradually over a period of time.
- Damage caused by dyeing, process of cleaning or restoring, maintenance, repair or dismantling, electrical or mechanical breakdown.
- The cost of remaking any film, tape or disc or the value of any information contained on it.
- Damage caused during household removal.
- Damage caused by water entering **your home**.  
(Water damage caused by an event under paragraphs 1 to 11 is insured subject to the exceptions and **excess** applicable to that paragraph.)
- Damage occurring while **your home** is undergoing demolition, structural alterations or structural repairs.
- Damage caused by **your** lodgers, paying guests or tenants.
- Any damage specifically excluded in paragraphs 1 to 11 of this section.

## We also provide cover for:

### A. Alternative accommodation

During the period **your home** is made uninhabitable following loss or damage to the **contents** by any cause insured under this section, **we** will pay for the cost of comparable alternative accommodation.

### B. Loss or damage to contents during household removal by professional removal contractors

The **contents** are insured against accidental loss or damage while in transit between **your home** and **your** new permanent residence within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands by professional removal contractors. **We** will also cover temporary storage by professional removal contractors for up to three days.

### C. Your liability as a tenant

**We** will cover **you** against **your** legal liability as a tenant for:

- i) Loss, damage or breakage to **your home** and to landlord's fixtures and fittings from any cause described in paragraphs 4, 6, 7, 9, 11, 12, 13 and 14 of part 1 of section 1 of this **policy**.
- ii) Damage to internal decorations caused by fire or smoke.

### D1. Contents temporarily removed from your home for up to 90 consecutive days

Provided that it is **your** intention to return the item to **your home**, then the insurance provided by paragraphs 1 to 11 of this section also covers loss or damage to **contents**:

- i) In any building in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands where **you** are living (other than while attending full time education) or employed.

## We will not pay for:

- Loss of or damage to china, glass, earthenware and other items of a brittle nature, unless they have been packed by professional packers.
- Loss of **money**.

- Any item that has never been in **your home**.
- Any item that has been away from **your home** for more than 90 consecutive days at the time of the event that caused the loss or damage.
- Loss or damage that would be insured under any other policy in the absence of this cover.
- i) Theft of **money** unless force and violence is used to gain entry.

**We also provide cover for:**

- ii) Elsewhere (other than while attending full time education) in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

**D2. Contents temporarily removed from your home while attending full time education.**

Providing that it is **your** intention to return the items to **your home**, then the insurance provided by paragraphs 1 to 11 of this section also covers loss or damage to **contents** in any building in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands where **you** are living while attending full time education.

**E. Contents in the garden**

The insurance provided by paragraphs 1 to 3 and 5 to 11 of this section also covers loss or damage to **contents** outside the **home** but within the boundaries of the land belonging to **your home**.

**F. Theft of keys**

If **your** keys are stolen **we** will pay for the replacement and installation of door locks for any external door of **your home**.

**We will not pay for:**

- ii) Loss or damage:
- a) Due to storm or flood.
  - b) Due to theft or attempted theft unless the **contents** are:
    - in a building or caravan and force and violence is used to gain entry; or
    - in transit to or from a bank or safe deposit.
  - c) Caused by theft of **money** unless the theft is from a building or caravan where force and violence is used to gain entry.
  - d) Occurring within the boundaries of the land belonging to **your home**.

- Loss or damage:
- To any item that has never been in **your home**.
- That would be insured under any other policy in the absence of this cover.
- Due to theft unless force and violence is used to gain entry to the building.
- While the **contents** are being worn, moved or carried.

- Loss or damage caused by storm or flood.
- Loss or damage to pedal cycles.
- Theft of **money**.
- Theft or attempted theft from any unattended vehicle.
- Loss or damage to **high risk property**.

## We also provide cover for:

### G. Personal assault

We will pay **you** or **your** personal representatives £5,000 if **you** die within 60 days as a direct result of injuries received:

- i) In **your home** caused by thieves.
- ii) Due to robbery or hold up (whether attempted or otherwise) elsewhere in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

We will also pay up to a maximum of £100 for theft of **money** from **you** due to robbery or hold up occurring away from **your home**.

### H. Freezer contents

We will pay for food in a freezer cabinet or freezer compartment of a refrigerator at **your home** made unfit for human consumption due to:

- i) A rise or fall in temperature.
- ii) Contamination by refrigerant or refrigerant fumes.

We will also pay for the reasonable cost of hiring temporary alternative freezer space if the freezer cabinet or the freezer compartment of the refrigerator in which the food is kept fails.

### I. Credit cards

We will pay for loss from fraudulent use of **your credit cards** by unauthorised persons.

### J. Oil and metered water

We will pay for loss of oil or metered water following **accidental damage** to **your** domestic water or heating installations.

### K. Jury service

We will pay for expenses or loss of earnings as a result of **you** being called for jury service.

## We will not pay for:

- Theft of **money** held or used for business purposes.
- Loss of or damage to food if the freezer cabinet or refrigerator is more than 15 years old.
- Loss of or damage to food held or used for business purposes.
- Loss or damage due to the power supply authority deliberately cutting or reducing the supply to **your home**.
- Loss unless **you** have complied with all **your credit cards'** terms and conditions.
- Loss occurring during a **period of unoccupancy**.
- The first seven days of any period of jury service.
- Expenses or earnings that can be recovered from any other source.

**We also provide cover for:****We will not pay for:****L. Special events**

For one month before and one month after a special event or religious festival where the value of **contents** owned by **you** is increased due to purchases related to the special event or religious festival, the **contents** sum insured recorded on **your** policy schedule is increased by 10%.

**M. New purchases**

The insurance provided by paragraphs 1 to 11 of this section also covers loss or damage to any single article, **pair or set of high risk property** that **you** have not previously told us about, up to a maximum of £2,500 occurring within 30 days of purchase.

- Loss or damage to articles for which **you** do not have proof of date of purchase.

**N. Reinstatement of documents**

**We** will pay the cost of preparing new title deeds to **your home**, bonds or securities if they are lost or damaged by any cause described in paragraphs 1 to 11 and (if applicable) paragraph 14 of part 1 of section 2 of this **policy** while in **your home** or while kept in **your** bank, building society or solicitor's office.

- Negotiable bonds or securities.

**O. Plants in the garden**

The insurance provided by paragraphs 1, 2, 3, 6 and 8 of this section also covers loss of **plants** outside the **home** but within the boundaries of the land belonging to **your home**.

**INFLATION PROTECTION UNDER PART 1**

**This only applies if your policy schedule shows that inflation protection applies to contents.**

The sum insured is linked to the general Retail Price Index published by the UK Government's National Statistics office. If this index ceases to be published, **we** will use a suitable alternative index.

Each month **we** will automatically adjust the sum insured in line with changes in the index. At renewal, the premium will be based on the adjusted sum insured. Should the index fall below zero, **we** will not reduce the sum insured.

## CLAIMS SETTLEMENT UNDER PART 1

If the **contents** are damaged as a result of any of the causes insured under this **policy**:

1. **We** will at **our** option:

- i) replace as new;
  - ii) pay the cost to **us** of replacing as new;
  - iii) repair; or
  - iv) pay the cost to **us** to repair;
- any item of **contents** (except for clothing more than two years old).

2. **We** will make a deduction for wear and tear from the cost to **us** of replacement or repair if clothing more than two years old is stolen or damaged.

3. The maximum amount **we** will pay in respect of any one claim is:

i) <b>Contents.</b>	The sum recorded on <b>your</b> policy schedule.
ii) <b>High risk property.</b>	<ul style="list-style-type: none"> <li>a) In total, the sum recorded against the <b>high risk property</b> total limit on <b>your</b> policy schedule.</li> <li>b) For a single article, <b>pair or set</b>, the sum recorded against the <b>high risk property</b> single article limit on <b>your</b> policy schedule.</li> </ul>
iii) <b>Business equipment.</b>	<ul style="list-style-type: none"> <li>a) In total, the sum recorded against the <b>business equipment</b> total limit on <b>your</b> policy schedule.</li> <li>b) For a single article, <b>pair or set</b>, the sum recorded against the <b>business equipment</b> single article limit on <b>your</b> policy schedule.</li> </ul>
iv) Pedal cycles in <b>your home.</b>	£500 for any one cycle.
v) <b>Money in your home.</b>	£500

## CLAIMS SETTLEMENT UNDER PART 1 (continued)

vi) Alternative accommodation (see paragraph A).	The sum recorded against the alternative accommodation limit on <b>your</b> policy schedule. Rent and other costs and expenses which <b>you</b> would have paid but for the damage will be deducted from any payment made.
vii) <b>Your</b> liability as a tenant (see paragraph C).	£5,000 or 10% of the sum insured recorded against <b>contents</b> on <b>your</b> policy schedule, whichever is higher.
viii) <b>Contents</b> temporarily removed from <b>your home</b> : 1. For up to 90 consecutive days (see paragraph D1). 2. While attending full time education (see paragraph D2).	1. £7,000 or 15% of the sum insured recorded against <b>contents</b> on <b>your</b> policy schedule, whichever is higher. 2. a) £5,000 in total. b) £1,000 for a single article, <b>pair or set</b> .
ix) <b>Contents</b> in the garden (see paragraph E).	The sum recorded against the <b>contents</b> in the garden limit on <b>your</b> policy schedule.
x) For loss or damage caused by theft or attempted theft of <b>contents</b> in any garage and domestic outbuilding.	The sum recorded against the <b>contents</b> in garages and domestic outbuildings limit on <b>your</b> policy schedule.
xi) Theft of keys (see paragraph F).	£750
xii) Personal assault (see paragraph G).	a) £5,000 for death; and b) £100 for theft of <b>money</b> .
xiii) Freezer contents (see paragraph H).	The sum recorded against the freezer contents limit on <b>your</b> policy schedule.
xiv) <b>Credit cards</b> (see paragraph I).	£5,000

## CLAIMS SETTLEMENT UNDER PART 1

xv) Oil or metered water (see paragraph J).	£2,000
xvi) Jury service (see paragraph K).	a) £50 per day; or b) £2,000 in total.
xvii) Special events (see paragraph L).	10% of the sum insured recorded against <b>contents</b> on <b>your</b> policy schedule.
xviii) New purchases (see paragraph M).	£2,500
xix) Reinstatement of documents (see paragraph N).	£2,500
xx) External satellite broadcast receiving equipment.	5% of the sum insured recorded against <b>contents</b> on <b>your</b> policy schedule.
xxi) <b>Plants</b> in the garden (see paragraph O).	£1,000

**We** will not reduce the sum insured following a payment of a claim, provided that all damage is made good without delay and any reasonable recommendations **we** make to prevent further loss or damage are carried out without delay.

## PART 2 – OCCUPIERS' LIABILITY TO THIRD PARTIES.

We will cover **you** against liability at law for damages payable in respect of:

- Death or bodily injury (including disease and illness).
- Loss of or damage to material property. Caused by an accident occurring during the **period of insurance** incurred by **you**:
  - i) As occupier of:
    - **Your home.**
    - Land belonging to **your home.**
    - Any residential premises temporarily occupied for private purposes for no more than 30 days in any one **period of insurance.**
  - ii) As an employer of employees involved in domestic duties at **your home.**
  - iii) As a private individual anywhere in the world but not as the occupier or owner of any premises or land or as the employer of any employee.

We will not pay for liability arising from:

- The transmission of any contagious disease by **you.**
- Death of or bodily injury (including disease and illness) to **you.**
- Loss of or damage to material property belonging to **you** or under **your** charge or control.
- Any incident arising out of the ownership, custody or control of any horse, dog or pet if more specifically insured by any other policy (or would be insured if this **policy** did not exist) except for any amount over the limit they will pay (and for which payment has been agreed) under that other insurance.
- Death or bodily injury (including disease or illness) and loss or damage to property arising out of ownership, custody or control by **you** or on **your** behalf of a dog type specified in section 1 of the Dangerous Dogs Act 1991 (or designated for the purposes of that section by an order of the Secretary of State) or in the Dangerous Dogs (Northern Ireland) Order 1991.
- Death of or bodily injury to any employee arising out of:
  - i) being carried in or upon a vehicle; or
  - ii) entering, getting on to or leaving a vehicle
 in circumstances where any road traffic legislation requires insurance or security.
- **Your** business or profession.
- A contractual obligation.
- The ownership, use or possession of:
  - i) Vehicles and other means of transport that are mechanically propelled or assisted whether licensed for road use or not (other than domestic gardening implements used within the boundary of the land belonging to **your home**, mobility carriages, electric wheelchairs and electrically assisted pedal cycles that are not required to be licensed if used on a public road).
  - ii) Aircraft, hovercraft, lifts (other than a stair lift) or water craft (other than hand-propelled water craft).

**We will cover you** against liability at law for damages payable in respect of:

**We will not pay** for liability arising from:

- iii) Any caravan or trailer while being towed.
- The use of firearms other than sporting guns used for sporting purposes.
- The use of horses for racing, steeplechasing or hunting.
- Loss or corruption of data directly or indirectly caused by the failure or malfunction of **electronic equipment** belonging to **you** or under **your** charge or control.

## CLAIMS SETTLEMENT UNDER PART 2

### Occupiers' and private individuals' liability to third parties

The maximum amount **we** will pay for any one claim or number of claims arising out of any one incident is:

- £2,000,000; and
- all legal costs and expenses that **you** have to pay, provided they are incurred with **our** written consent.

### Employers' liability

If the accident involves injury (including disease and illness) to a person working for **you** under a contract of service or apprenticeship and injury arises out of and in the course of such service or apprenticeship:

- The maximum amount **we** will pay is £5,000,000 in respect of any one claim or number of claims arising out of any one incident. The limit includes any claimants' costs and expenses and all other costs and expenses incurred with **our** written consent.

If **you** die, **we** will cover **your** personal representatives against liability incurred by **you** and insured by this **policy**.

# PART 3 – UNSATISFIED COURT AWARDS WHERE YOU HAVE CLAIMED AGAINST A THIRD PARTY.

**We** will pay all sums up to a maximum of £250,000 which **you** have been awarded by a court in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and which still remain outstanding three months after the award has been made, provided that:

- i) Part 2 of section 2 of this **policy** would have operated had the award been made against **you** rather than to **you**.
- ii) The incident giving rise to the court proceedings occurred within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and within the **period of insurance**.
- iii) There is no appeal waiting to be heard.

# SECTION 3.

## PERSONAL POSSESSIONS IN AND AWAY FROM THE HOME.

Please note that this section only applies if it is shown on your policy schedule.

i

See also the policy definitions on pages 12–15 and the general exceptions and conditions on pages 54–59.

If the item is shown on **your** policy schedule **we** will pay for:

**We** will not pay for:

The **excess** shown on **your** policy schedule under this section.

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>Item 1 – loss of or damage to <b>your personal property</b>.</li> </ul>   | <ul style="list-style-type: none"> <li>Loss or damage listed under general exceptions applying to section 3.</li> <li>Loss or damage to property specifically insured under item 4 of this section.</li> </ul>                      |
| <ul style="list-style-type: none"> <li>Item 2 – loss of <b>your money</b>.</li> </ul>  | <ul style="list-style-type: none"> <li>Loss or damage listed under general exceptions applying to section 3.</li> <li>Loss due to error, omission or depreciation in value.</li> <li>Loss if not reported to the police.</li> </ul> |
| <ul style="list-style-type: none"> <li>Item 3 – loss of or damage to <b>your</b> pedal cycles (including electrically assisted pedal cycles that are not required to be licensed if used on a public road).</li> </ul> | <ul style="list-style-type: none"> <li>Loss or damage listed under general exceptions applying to section 3.</li> <li>Loss or damage if the pedal cycle is being used for racing.</li> </ul>  |
| <ul style="list-style-type: none"> <li>Item 4 – loss of or damage to articles specified on <b>your</b> policy schedule.</li> </ul>   | <ul style="list-style-type: none"> <li>Loss or damage listed under general exceptions applying to section 3.</li> </ul>   |

**We** also provide cover for:

**We** will not pay for:

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li><b>New purchases</b><br/>The insurance provided by item 4 of this section also covers loss or damage to any single article, <b>pair or set of high risk property</b> that <b>you</b> have not previously told <b>us</b> about, up to a maximum of £2,500 occurring within 30 days of purchase.</li> </ul> | <ul style="list-style-type: none"> <li>Loss or damage listed under general exceptions applying to section 3.</li> <li>Loss or damage to articles for which <b>you</b> do not have proof of the date of purchase.</li> </ul> |
|--|---|

# GENERAL EXCEPTIONS APPLYING TO SECTION 3.

We will not pay for:

1. **Electronic failure.**
2. **Computer virus.**
3. Loss or damage caused by:
  - i) Chewing, scratching, tearing or fouling by **your** domestic pets.
  - ii) Scratching, denting, wear and tear, depreciation, rot, fungus, insects, vermin, atmospheric or climatic conditions, the effect of light, or other damage that happens gradually over a period of time.
4. Loss or damage caused by dyeing, process of cleaning or restoring, maintenance, repair or dismantling, electrical or mechanical breakdown.
5. Loss of or damage to:
  - i) **Personal property, money** or pedal cycles held or used for business purposes.
  - ii) Sports equipment while in course of play.
  - iii) Remote controlled models while in operation.
  - iv) Musical instruments involving only loss of tone, breakage of strings or breakage of drum skins.
6. Loss or damage caused by theft or attempted theft from any unattended vehicle unless:
  - i) All windows and sunroofs are securely closed and all doors and the boot are locked.
  - ii) The property is completely concealed within the vehicle in a glove compartment, locked luggage compartment or locked boot.
7. Loss or damage caused by theft or attempted theft of an unattended pedal cycle unless at the time of loss or damage it was:
  - i) In a locked building.
  - ii) Attached by a security device to a permanently fixed structure.
  - iii) Immobilised by a security device.
8. Loss arising from the cost of remaking any film or tape or the value of any information contained on it.
9. Loss or damage occurring outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands if **you** have spent more than 60 days in total away from this country during the current **period of insurance**.
10. Breakage of articles of a brittle nature unless specified under item 4 of section 3.
11. Loss of or damage to **business equipment** unless specified under item 4 of section 3.

### INFLATION PROTECTION

The sums insured under items 1, 3 and 4 of section 3 are linked to the general Retail Price Index published by the UK Government's National Statistics office. If this index ceases to be published, **we** will use a suitable alternative index.

Each month **we** will automatically adjust the sum insured in line with changes in the index. At renewal, the premium will be based on the adjusted sums insured. Should the index fall below zero, **we** will not reduce the sum insured.



## VERY IMPORTANT NOTICE.

The value of some of **your** personal possessions, particularly jewellery and other valuables, is likely to fluctuate considerably. Individual articles, **pairs or sets** valued at or over £1,500 should be specified separately. **We** strongly recommend that **you** review the value of these items regularly and seek professional advice if necessary. If the value of any of these items changes, please let **us** know.

In the event of a claim, **you** will need to provide a professional valuation, receipt or proof of purchase predating the loss as proof of value and ownership. **We** may not meet **your** claim, or the amount of the claim may be reduced if **you** cannot provide such proof.

## CLAIMS SETTLEMENT UNDER SECTION 3

1. **We** will at **our** option:

- i) replace as new;
- ii) pay the cost to **us** of replacing as new;
- iii) repair; or
- iv) pay the cost to **us** to repair;

any article insured under items 1, 3 or 4 of this section without deduction for wear and tear. For clothing more than two years old insured under item 1, a deduction will be made for wear and tear.

2. For loss of **money**, **we** will pay the amount of the loss.3. The maximum amount **we** will pay in respect of any one claim is:

i) Item 1 – <b>your personal property</b> .	The sum insured recorded on <b>your</b> policy schedule (subject to inflation protection). The maximum amount <b>we</b> will pay for any one article, <b>pair or set</b> is £1,500.
ii) Item 2 – <b>your money</b> .	The sum insured recorded on <b>your</b> policy schedule.
iii) Item 3 – <b>your</b> pedal cycles.	The sum insured recorded on <b>your</b> policy schedule (subject to inflation protection). The maximum amount <b>we</b> will pay for any one pedal cycle is the sum recorded on <b>your</b> policy schedule.
iv) Item 4 – articles specified on <b>your</b> policy schedule.	The sum insured recorded against the article on <b>your</b> policy schedule (subject to inflation protection).
v) Items 1, 2, 3 and 4.	£2,000 in total in respect of loss from any unattended vehicle.
vi) New purchases.	£2,500

# SECTION 4.

## FAMILY LEGAL PROTECTION.

Please note that this section only applies if it is shown on **your** policy schedule.

Claims under this section are managed on **our** behalf by DAS Legal Expenses Insurance Company Limited.

**i**

See also the policy definitions on pages 12–15 and the general exceptions and conditions on pages 54–59.

## DEFINITIONS.

### ADMINISTRATOR

The service provider selected by **us** from time to time to administer the claims under this section of the **policy**, currently DAS Legal Expenses Insurance Company Limited.

### CONDITIONAL FEE AGREEMENT

A valid agreement made between **you** and **your professional adviser** with **our** prior written consent. It needs to include agreement that **your professional adviser's costs**, or any part of them, are payable by **you** only if **your** claim succeeds.

### COSTS

- i) All usual and reasonable fees and expenses charged by **your professional adviser**.
- ii) All usual and reasonable fees and expenses **you** are ordered to pay;

where these fees and expenses cannot be recovered elsewhere and have been agreed in writing by the **administrator**.

### GEOGRAPHICAL LIMITS

Great Britain, the Channel Islands, the Isle of Man and Northern Ireland.

### INSURED EVENT

An incident or event which results in a **legal action** or enquiry for which **we** provide cover under A, B or C on the following pages.

### LEGAL ACTION

The pursuit or defence of a civil or criminal action relating to an **insured event**, unless excluded elsewhere in this section. The legal action must take place in a court within the **geographical limits**.

**PROFESSIONAL ADVISER**

The firm of solicitors or a suitably qualified tax adviser appointed to act for **you**.

**PROSPECTS OF SUCCESS**

In the **administrator's** reasonable opinion it is more likely than not that **you** will recover damages (or other legal remedy) or make a successful defence.

The **administrator** will carefully consider all the information **you** have provided as part of the claim which will be used to assess **your** prospects of success and decide the most appropriate course of action.

**We will pay your costs:**

- A.** To pursue a **legal action** directly arising from:
- i) **Your** death or personal injury.
  - ii) **You** buying or hiring goods or services for **your** own private use.
  - iii) An event which causes or could cause physical damage to **your home** or any nuisance or trespass which affects or will affect **your** owning or living in **your home**.
  - iv) **Your** contract of employment.

- B.** To defend a **legal action** directly arising from:
- i) The private sale by **you** of **your** goods.
  - ii) A motoring prosecution.

- C.** In connection with a formal enquiry by HM Revenue & Customs into **your** private tax affairs.

**We will not pay if:**

- A.** The **costs** are excluded under general exceptions to section 4.
- i) The **legal action** has arisen as a result of an accident involving a motor vehicle **you** were driving.
  - ii) Less than £250 is in dispute or the agreement for buying or hiring the goods or services was not made during the **period of insurance**.
  - iii) The **insured event** happens within 180 days of this insurance starting.
  - iv) The **insured event** happens within 90 days of this insurance starting.

- B.** The **costs** are excluded under general exceptions to section 4.
- i) Less than £250 is in dispute or the agreement for selling the goods or services was not made during the **period of insurance**.
  - ii) **You** were driving a motor vehicle without a valid licence and/or insurance.

- C.** The **costs** are excluded under general exceptions to section 4.

# GENERAL EXCEPTIONS APPLYING TO SECTION 4.

We will not pay for:

1. The **excess** shown on **your** policy schedule.
2. **Costs** associated with an appeal unless:
  - i) It relates to an **insured event** that **we** covered under this section.
  - ii) **You** tell the **administrator** in writing that **you** want to appeal at least six working days before **you** are required to give any notice of appeal.
  - iii) The **administrator** considers that the appeal has **prospects of success**.
3. **Costs**:
  - i) That **you** pay or agree to pay before the **administrator** has written to accept **your** claim and **your professional adviser** has agreed in writing that they will help **you** comply with this section.
  - ii) That are more than the **administrator** has agreed.
  - iii) Where **you** have entered into a **conditional fee agreement** or any other form of alternative funding.
  - iv) Awarded by an Employment Tribunal or Employment Appeals Tribunal (or equivalent) that **you** are ordered or agree to pay.
  - v) Of any disciplinary, investigatory or grievance procedure that is related to **your** contract of employment or **costs** associated with a compromise agreement.
  - vi) From **you** or **your professional adviser's** unreasonable conduct or default.
  - vii) Where **you** do not comply with **your** duties and obligations under this section.
4. Any compensation, penalty or taxes.
5. Claims directly or indirectly caused by, arising from or contributed to by:
  - i) Any matter connected with **your** business, profession or trade or a venture for gain, unless the **insured event** falls within A.i), A.iv) or B.ii) of 'We will pay **your costs**'.
  - ii) **Your** dishonest or malicious (or alleged dishonest or malicious) act.
  - iii) Town and county or equivalent planning laws and regulations.
  - iv) Anything to do with building, rebuilding, converting or extending all or part of **your home**.
  - v) Subsidence, heave, landslip, mining or quarrying.
  - vi) Patents, copyrights, trade marks, merchandise marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements.
  - vii) Anything said or written about **you**.
  - viii) Divorce, dissolution of registered civil partnership, matters relating to marriage, living with a partner, residence and contact, maintenance and affiliation.
  - ix) Work by, or under the order of, any government, public or local authority.

- x) Disputes between landlord and tenant or licensor and licensee.
  - xi) Disputes in connection with a tax or levy relating to **your** owning or living in **your home**.
  - xii) Stress, emotional or psychological injury.
  - xiii) Any dispute in connection with medical treatment, advice, assistance or care, whether it is given by a medical professional or recognised body or not.
  - xiv) **You** driving a motor vehicle without a valid licence and/or insurance.
  - xv) War, terrorism, piracy, invasion or civil unrest.
  - xvi) Any software, stored program, computer, device or system failing (or partly failing) because of a date based event.
6. Application for judicial review.
7. Attendance or representation at an inquest.
8. Travelling expenses, subsistence or loss of earnings for absence from work, except those of an expert witness whose appointment and **costs** the **administrator** has agreed in advance.
9. Any claim made under C of '**We** will pay **your costs**':
- i) Where **you** have made a false or deliberately misleading statement to HM Revenue & Customs in or about **your** accounts, returns or other submissions.
  - ii) For an investigation or enquiry by the Special Compliance Office (or equivalent) or after transfer of an enquiry to them.
  - iii) Where **you** have failed to keep or file accurate, truthful and up to date records.
  - iv) Where **you** have failed to comply with statutory time limits or requirements.
  - v) Which arises from an enquiry into **your** returns of business income or profits.
  - vi) For **costs** arising after HM Revenue & Customs has issued formal notice to **you** that the enquiry has been completed.
10. Any claim:
- i) Where the **insured event** does not occur within the **period of insurance**.
  - ii) Made against **us**, unless the **insured event** falls within A.iv) of '**We** will pay **your costs**'.
  - iii) That arises under the Equal Pay Act 1970 and any amending legislation.
  - iv) Involving a manufacturer's warranty or guarantee.
  - v) More specifically insured elsewhere, whether **your** claim under that insurance is successful or not.
  - vi) That arises from a venture for gain or investments of any kind including stocks or shares.
  - vii) That is false or fraudulent.
  - viii) Where **you** are responsible for anything that, in the **administrator's** reasonable opinion, prejudices **our** position.

# GENERAL CONDITIONS APPLYING TO SECTION 4.

## 1. Reporting your claim

**You** must:

- i) Tell the **administrator** about **your** claim as soon as reasonably possible and within 180 days of an **insured event**.
- ii) Provide, at **your** own cost, any information or evidence that the **administrator** may reasonably require in order to assess **your** claim.

If **you** are unsure about whether **you** need to notify a claim or whether **you** are eligible, then call the **administrator** to speak to one of their legal advisers.

## 2. Accepting your claim

**We** will pay **costs** incurred after **we** accept **your** claim in writing and the **professional adviser** has agreed in writing to help **you** comply with this section.

## 3. Prospects of success

**We** will pay **costs** as long as the **administrator** considers that **your** claim has **prospects of success**. If at any stage the **administrator** considers that **your claim** does not have **prospects of success**, the **administrator** will explain their decision to **you** in writing, and the **administrator** will not provide any cover for **your** claim. If **you** disagree with the **administrator's** decision, **you** can refer the matter to an arbitrator (section 4, general condition 11).

## 4. Appointing of a professional adviser

At any time before the **administrator** agrees that legal proceedings need to be issued, the **administrator** will choose a **professional adviser** to act for **you**. If legal proceedings are issued, or if there is a conflict of interest, **you** can appoint a solicitor of **your** choice.

The **administrator** may require your **professional adviser** to act for **you** under a **conditional fee agreement** if the **professional adviser** has been chosen by the **administrator**.

If **you** discontinue **your** instructions to the **professional adviser** without the **administrator's** written permission, **our** liability will stop at once, and the **administrator** may recover any **costs** that have already been paid from **you**.

## 5. Conduct of your claim

**You** must immediately instruct **your professional adviser** to:

- i) Provide the **administrator**, as soon as reasonably possible, with:
  - a) Their views on **your** claim's **prospects of success**.
  - b) Their hourly rate and estimate of total **costs** of pursuing or defending **your** claim.
  - c) Any information, document or file the **administrator** asks for (including **your professional adviser's** files) that relate to **your** claim, whether privileged or not.

- ii) Keep the **administrator** fully and promptly updated during **your** claim:
  - a) On **your** claim's progress, including any offers to settle.
  - b) Of any change in their views about **your** claim's **prospects of success**.
  - c) Of any change to their estimate of **costs**.

**We** will only meet the **costs** of **your** claim:

- i) Which have been agreed in advance by the **administrator** as to both amount and purpose.
- ii) So long as there are **prospects of success**.

**We** will set spending limits for **your professional adviser's** fees and reasonable charges during **your** claim. If this limit is exceeded without **our** prior written consent, **we** will not pay for anything above the spending limit. Setting a limit will not affect **our** rights under general condition 10 to section 4.

#### 6. Co-operating with us and your professional adviser

**We** will not be able to deal with **your** claim unless **you** co-operate with:

- i) **Us** and the **administrator** at all times and reply promptly to any correspondence concerning **your** claim.
- ii) **Your professional adviser** at all times, provide all information and attend meetings and hearings whenever requested.

#### 7. Investigating and paying your claim

The **administrator** will carefully investigate and consider all the information **you** have provided as part of the claim. A decision may be made to pay **you** a sum estimated to match the value of **your** claim, instead of providing cover for **your costs**.

#### 8. Settlement

**You** or **your professional adviser** must immediately write and tell the **administrator** about any offer to settle **your** claim, including offers relating to **costs**. **You** must not accept any offers without first obtaining the **administrator's** consent. The **administrator** will not withhold their consent in relation to an offer that a reasonable adviser would recommend to a private fee paying client.

If **you** do not accept an offer the **administrator** views as reasonable, **we** will not pay any further **costs**.

#### 9. Withdrawal and discontinuance

If **you** withdraw or discontinue **your** claim without the **administrator's** prior written consent then **we** will not pay **costs** and **we** will be entitled to recover from **you** any **costs** paid or incurred prior to withdrawal or discontinuance. The **administrator** will not withhold their consent to a withdrawal or discontinuance that a reasonable adviser would recommend to a private fee paying client.

**GENERAL CONDITIONS APPLYING TO SECTION 4** (continued)**10. Assessment and recovery of costs**

If the **administrator** asks, **you** must instruct **your professional adviser** to submit all of their files and any bill of **costs** to the **administrator**. The bill of **costs** may be submitted by them for court assessment, certification by the appropriate professional body or auditing by the **administrator's** choice of cost consultants.

If **costs** are awarded or agreed to be paid to **you**, **you** must take reasonable steps to recover these, or **you** must instruct **your professional adviser** to do so.

If the **costs** of **your** case are more than the sum insured, **you** will divide any **costs** awarded or agreed to be paid to **you** between **you** and the **administrator**. These **costs** will be divided in proportion to the amounts that both **we** and **you** have paid, or would be liable to pay, if **you** had not recovered the **costs** from **your** opponent.

**You** must immediately pay the **administrator** any amount that is due to **us**, or instruct **your professional adviser** to do so.

**11. Disputes**

In event of dispute arising out of this **policy**, **you** may refer the matter to arbitration. Further details can be provided upon request.

**12. Agreement or decision**

Neither **we** nor the **administrator** are bound by any agreement that **you** or **your professional adviser** makes without the **administrator's** prior approval or consent.

**CLAIMS SETTLEMENT UNDER SECTION 4**

The maximum amount **we** will pay for any one claim or number of claims arising out of any one incident, is the sum insured recorded on **your** policy schedule.

# SECTION 5.

## CARAVAN AND LIABILITY TO THIRD PARTIES.

Please note that this section only applies if it is shown on your policy schedule.

**i**

See also the policy definitions on pages 12–15 and the general exceptions and conditions on pages 54–59.

## PART 1 – CARAVAN.

### We will pay for loss or damage to:

- The caravan specified on **your** policy schedule.
- Furniture, furnishings, fixtures, fittings, household linen and utensils in or attached to the caravan.
- Clothing and personal articles that **you** normally wear or carry with **you** while in the caravan.  
Occurring:
  - i) Anywhere in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
  - ii) Elsewhere in Europe for up to 60 days in any one **period of insurance**.
  - iii) In transit between ports in Europe.

### We will not pay for:

- The **excess** shown on **your** policy schedule.
- Loss or damage arising while the caravan is being used for business purposes.
- Loss or damage arising while the caravan is let for hire or reward.
- Loss or damage caused by wear and tear, depreciation, rot, fungus, insects, vermin, other damage that happens gradually over of time, electrical or mechanical breakdown.
- Damage to tyres caused by braking, punctures, cuts or bursts.
- Loss or damage caused deliberately by **you** or any person having use of the caravan.
- Loss or damage caused by chewing, scratching, tearing or fouling by domestic pets.
- Theft or attempted theft occurring if the caravan has been left unhitched from a towing vehicle for a period exceeding eight hours, unless it has been secured by a hitchlock, wheel clamp or another form of protection as agreed by **us**.
- Loss or damage to equipment, clothing and personal articles by theft or accidental loss occurring when the caravan is left unattended with open or unlocked doors or windows.

**We will pay for loss or damage to:**

- If the caravan is damaged by a cause insured under this section, **we** will also pay the reasonable cost of:
  - i) Its protection and removal to the nearest repairers.
  - ii) Its delivery after repair to **your home**.
  - iii) Any Customs Duty **you** have to pay on the caravan as a result of it being temporarily imported into any country in Europe.
  - iv) The reasonable cost of alternative accommodation incurred while **your** caravan is being repaired up to a maximum of 30 days.

**We will not pay for:**

If the caravan is on a fixed site and has not been lived in for more than one day in the last 30 consecutive days at the time of loss or damage, **we** will not pay for:

- Loss or damage caused by:
  - i) Malicious acts or vandalism.
  - ii) Theft or attempted theft.
  - iii) Escape of water from or frost damage to any plumbed in domestic water or heating installation.
- **Accidental breakage** of fixed glazing and **sanitaryware** forming part of the caravan.

- iv) a) The cost of alternative accommodation if **your** caravan is being used for business purposes at the time of the loss or damage.
- b) Loss of hiring charges.

## CLAIMS SETTLEMENT UNDER PART 1

If the caravan suffers loss or damage insured under this **policy**:

1. **We** will at **our** option pay, either:
  - i) the cost to **us** of repairing the caravan; or
  - ii) if the cost of repair exceeds the market value:
    - a) the market value if the caravan is more than 12 months old; or
    - b) the cost to **us** of replacement as new if the caravan is less than 12 months old.
  
2. For any item of furniture, furnishings, fixtures, fittings, household linen and utensils or clothing or personal articles in the caravan, **we** will, at **our** option:
  - i) replace it as new;
  - ii) pay the cost to **us** of replacing as new;
  - iii) repair; or
  - iv) pay the cost to **us** of repair.

3. The maximum amount **we** will pay in respect of any one claim is:

i) Caravan and its furniture, furnishings, fixtures, fittings, household linen and utensils.	The sum insured recorded on <b>your</b> policy schedule.
ii) Clothing and personal articles.	£200
iii) Protection and removal to the nearest repairers, delivery after repair to <b>your home</b> and any Customs Duty <b>you</b> have to pay on the caravan as a result of it being temporarily imported into any country in Europe.	£250
iv) Alternative accommodation.	a) £20 per day; or b) £600 in total.

## PART 2 – LIABILITY TO THIRD PARTIES.

**We will cover you** against liability at law for damages payable in respect of:

- Death or bodily injury (including disease and illness).
- Loss of or damage to material property.

Occurring during the **period of insurance** arising from the ownership or use of the caravan:

- i) In Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
- ii) Elsewhere in Europe for the purpose of a visit not exceeding 60 days in any one **period of insurance**.
- iii) In transit between ports in Europe.

**We will not pay** for liability arising from:

- Death of or bodily injury (including disease and illness) to **you** or any person employed by **you**.
- Loss of or damage to material property belonging to **you** or under **your** charge or control.
- An accident occurring while the caravan is being towed.
- A contractual obligation.
- An accident occurring while the caravan is being used for business purposes.
- An accident occurring while the caravan is being let for hire or reward.

### CLAIMS SETTLEMENT UNDER PART 2

The maximum amount **we** will pay is £2,000,000 for any one claim or number of claims arising out of any one accident.

**We** will also pay all legal costs and expenses that **you** have to pay, provided they are incurred with **our** written consent.

**We** will provide cover under this section to any person using the caravan with **your** permission, provided they are not covered under any other policy.

If **you** die, **we** will cover **your** personal representatives for any liability incurred by **you** and insured by this **policy**.

# GENERAL EXCEPTIONS APPLYING TO THIS POLICY.

We will not pay for:

## 1. Radioactive contamination

Any loss of or damage to property, indirect loss or legal liability directly or indirectly arising from:

- i) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- ii) The radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component.

## 2. Pollution and contamination

Any loss, damage or liability arising from pollution or contamination unless caused by:

- i) A sudden and unforeseen and identifiable accident.
- ii) Leakage of oil from a domestic oil installation at **your home**.

## 3. Gradually operating cause

Any loss, damage or liability arising from wear and tear or damage that happens gradually over time.

## 4. War risks

Any consequence of war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

## 5. Confiscation

Loss of or damage to any property due to its confiscation, requisition or destruction by order of any government, public or local authority.

## GENERAL EXCEPTIONS APPLYING TO SECTIONS 1–3 AND 5 OF THIS POLICY

### 6. Existing damage

Any loss, damage, injury or accident occurring, or arising from an event, before cover commences.

### 7. Sonic bangs

Loss or damage directly caused by pressure waves from aircraft or other aerial device travelling at sonic or supersonic speeds.

**GENERAL EXCEPTIONS APPLYING TO SECTIONS 1–3 AND 5 OF THIS POLICY**

(continued)

**8. Deliberate acts**

Loss or damage caused by **your** own deliberate act or the deliberate act of any person residing at the **home**.

**9. Matching of items**

The costs of replacing any undamaged or unbroken item or parts of items forming part of a set, suite or other article of uniform nature, colour or design if damage occurs within a clearly identifiable area or to a specific part and it is not possible to match replacements.

**10. Loss of value and depreciation**

Loss of value and depreciation resulting from the repair or replacement of lost or damaged property.

**11. Indirect loss or damage**

**We** will not pay for any losses that are not directly associated with the incident that caused **you** to claim, unless specifically stated in this **policy**.

**12. Terrorism**

Any loss, damage or liability arising from any act of terrorism directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with biological, chemical or nuclear pollution or contamination.

**13. Software, data, files, downloads and mobile phone call costs**

Any loss, damage or liability arising from:

- i) The erasure, distortion, mislaying or misfiling of any software, data, files and downloads.
- ii) Mobile phone call costs.

**14. Loss by deception**

Loss by deception unless it is only entry into **your home** that is gained by deception.



## VERY IMPORTANT NOTICE.

Please note that this home insurance **policy** is designed to insure **your** property against loss or damage. It does not cover the maintenance of **your home**.

That means **we** will not cover the cost of wear and tear or maintenance costs such as defective rendering, repointing chimneys or general roof maintenance.

**We** also do not cover damage that happens over time such as damp, rot or damage from vermin.

**You** should keep **your** property in good repair, and take reasonable steps to avoid loss or damage.

# GENERAL CONDITIONS APPLYING TO THIS POLICY.

## 1. Paying by instalments

Where **we** refer to payment of premiums, it includes **your** agreement to pay by monthly instalment. If **we** have agreed to accept **your** premium by instalments, the **policy** is still an annual contract. If **we** do not receive **your** instalment on or before its due date, then **you** will have to pay all unpaid instalments and any applicable charge for credit within:

- i) 10 days of the date of **our** letter asking for such payment; or
- ii) 21 days from the date that the unpaid instalment was due, whichever is later.

If **we** do not receive payment in accordance with the above, **we** will cancel **your policy**. For further information regarding cancellation, see general condition 4.

## 2. How to renew your policy

At **our** discretion, **we** may offer to renew this **policy**. If **we** do, **we** will seek to send details to the **policyholder** about any new conditions and the premium for the year ahead 21 days in advance of **your** cover ending. If **you** have already agreed to pay by direct debit, **we** will continue to take these payments from the designated account unless **you** tell **us** otherwise.

**You** must tell **us**:

- i) Of any changes to the information contained within the **statement of fact**.
- ii) If **you** want to change the way **you** pay.
- iii) If **you** do not want to renew this **policy**.

If **we** decide that **we** do not want to renew the **policy**, **we** will seek to send written notice to the **policyholder** at their most recent address known to **us** 21 days in advance of **your** cover ending.

## 3. Policy fees

If **we** charge any fees to cover the administration costs of changes that **you** make to **your policy**, or if the **policyholder** cancels the **policy**, these amounts will be shown on the current policy schedule. Any premium adjustment following a change or cancellation to **your policy** will include the fees.

**GENERAL CONDITIONS APPLYING TO THIS POLICY** (continued)**4. Cancellation****4.1 Our cancellation rights**

- i) In accordance with general condition 5, if **you** commit fraud or attempt to commit fraud, **we** will cancel **your policy** without any refund of premium.
- ii) If **we** do not receive the full premium when due, **we** will cancel **your policy** and **your** cover will only be in force for the proportional period for which **we** have received payment.

If **we** do not receive the full premium when due and **you** have made a claim in the current **period of insurance**, **you** must pay the full annual premium and no refund is due.

**We** have the right to deduct all unpaid instalments and any outstanding premium from any claim that **we** may pay.

- iii) **We** may cancel **your policy** by sending the **policyholder** 14 days' written notice to their most recent address known to **us** if any of the following circumstances occur:
  - **You** fail to carry out any reasonable recommendations **we** make to prevent loss or damage to the insured property.
  - **You** do not make good any damage to the insured property without delay and this increases the possibility of material loss, damage or injury.
  - **You** fail to maintain the **buildings** in sound condition and in good repair. If **you** are unsure as to the condition of **your** property, **you** should consult a suitably qualified expert.
  - There is a change in the information contained within the **statement of fact**, which increases the possibility of material loss, damage or injury.
  - Any unreasonable behaviour by **you** including but not limited to abuse, offensive and/or threatening language or action.

If **we** cancel **your policy** in accordance with 4.1 iii), **we** will refund any premium **you** have paid for the period of unused cover from the date that the 14 days' written notice expires.

**4.2 The policyholder's cancellation rights**

The **policyholder** may cancel this **policy** at any time.

- i) If the **policyholder** has not made a claim in the current **period of insurance**, the **policyholder** may cancel this **policy** at any time, and **we** will refund the premium paid for the period of unused cover.
- ii) If the **policyholder** has made a claim in the current **period of insurance**:
  - The **policyholder** may cancel the **policy** within 14 days of receiving the policy documents or of the start or renewal date of the **policy** (whichever is later), and **we** will refund the premium paid for the period of unused cover.
  - The **policyholder** may cancel the **policy** after 14 days of receiving the policy documents or of the start or renewal date of the **policy** (whichever is later), but no refund of premium will be due.

## 5. Fraud

**You** must not commit fraud.

### **Fraud by deliberately not telling us the truth**

A person is committing fraud if they:

- Knowingly make an untrue or misleading statement about their circumstances or their claim.
- Intend to make a gain or cause a loss to someone else, for example their insurer.

### **Fraud by failing to provide information**

A person is committing fraud if they:

- Fail to give **us** information **we** ask for.
- Intend to make a gain or cause a loss to someone else, for example their insurer.

If fraud is established **we** will:

- i) Not pay any claim under this **policy**.
- ii) Cancel **your** cover without any return premium.
- iii) Be entitled to recover the amount of any claim **we** have paid.
- iv) Recover any investigation and legal costs.
- v) Inform the police, other financial services organisations and anti-fraud databases such as CIFAS, CUE and Hunter.

## 6. Compliance with terms

**Our** liability to make payment under the **policy** will be conditional upon the compliance with the terms and conditions of this **policy**.

## 7. Other insurance

If any loss, damage or liability arising under this **policy** is also covered or covered in part by any other insurance, **we** will be liable only for **our** rateable proportion of such loss, damage or liability.

## GENERAL CONDITIONS APPLYING TO SECTIONS 1-3 AND 5 OF THIS POLICY

### 8. Your duty to prevent loss or damage

**You** must keep **your buildings** in sound condition and in good repair, and **you** should consult a suitably qualified expert if **you** are unsure whether or not **you** are complying with this condition. **You** must take all reasonable steps to safeguard **your buildings, contents** or property against loss or damage and to prevent accidents. If loss or damage does occur, **you** must take all reasonable steps to prevent further loss or damage.

### 9. Changes in risk

As soon as reasonably possible, **you** must tell **us** about any change in circumstances that might increase the possibility of loss, damage or injury. At the commencement of **your** insurance, **we** provided **you** with a **statement of fact** on which **your policy** is based. If any of this information changes at any time, **you** must tell **us** as soon as reasonably possible.

**GENERAL CONDITIONS APPLYING TO SECTIONS 1–3 AND 5 OF THIS POLICY**

(continued)

**10. Your obligations following a claim**

In the event of a claim or possible claim under this **policy**, **you** must not negotiate, admit fault or make any offer, promise or payment without **our** written consent. Additionally, the **policyholder** must:

- i) Inform the police as soon as possible and obtain a crime reference number or loss report number as appropriate if the loss or damage is caused by theft or attempted theft, riot, civil commotion, strikes, labour disturbances, malicious acts, vandalism or loss of property.
- ii) Tell **us** as soon as reasonably possible and give **us** full details.
- iii) Give **us** written notice as soon as possible, but no later than seven days, after **you** know about any pending prosecution, inquest or fatal inquiry in connection with anything that occurs for which there may be liability under this **policy**.
- iv) Send **us**, as soon as reasonably possible, every relevant letter, claim, writ, summons or process. **We** will refund **your** reasonable costs.
- v) As soon as reasonably possible after the injury, loss or damage, provide **us** with details of the claim, including any detailed particulars and proofs, certificates or other documents that **we** may reasonably require. If the claim is met under the terms of this **policy**, **we** will refund **your** reasonable costs.
- vi) Give **us** any information and assistance that **we** might reasonably require.

**11. Our rights following a claim**

If **you** make a claim or possible claim under this **policy**, **we** will at **our** option:

- i) Repair, reinstate or replace the lost, damaged or stolen property or pay the cost to **us** of repair, reinstatement or replacement. Wherever possible, **we** will arrange repair or reinstatement through a repair or replacement network nominated by **us**.
- ii) In an emergency, enter the building where the loss or damage has occurred. To safeguard the insured property against further loss or damage, **we** may take and keep possession of the insured property and deal with the salvage in a reasonable manner. No property may be abandoned to **us**.
- iii) Exercise sole control at **our** cost over dealing with any third party claim and its associated legal proceedings relevant to it. **We** will keep **you** informed of all developments.
- iv) Pursue in **your** name, but for **our** benefit and at **our** cost, any claims for damages or other costs.

# ENDORSEMENTS.

The following endorsements apply only if they are shown on **your** policy schedule under the heading Endorsements Applicable. For more information take a look at the Insurance contract section near the beginning of this booklet.

## BD01 Unoccupancy conditions

1. The exclusion of loss or damage occurring during a **period of unoccupancy** applying to paragraphs 3, 6, 7, 9, 13 and 14 of part 1 of section 1 of this **policy** is deleted.
2. **We** shall not be responsible for the first £200 of each and every incident of loss or damage under paragraphs 3, 6, 7, 9, 13 and 14 of part 1 of section 1 of this **policy** in addition to any other amount for which **you** are responsible.

## CT01 Property let

1. In respect of the insurance under part 1 of section 2 of this **policy** the definition of **contents** is replaced as follows:

### CONTENTS

Household goods, furniture, furnishings, fixtures and fittings belonging to **you** or for which **you** are legally responsible in the **home**

#### but excluding:

- Any part of the **buildings**.
  - Property more specifically insured.
  - Property belonging to or the responsibility of any tenant
2. Paragraph 6 of part 1 of section 2 of this **policy** is replaced as follows

The **contents** are insured against loss or damage caused by:

- Theft or attempted theft.

**We** will not pay for:

- Any loss or damage unless force and violence is used to gain entry to **your home**.
- Loss or damage occurring during a **period of unoccupancy**.
- Loss or damage caused by **you, your** domestic employees, lodgers, paying guests or tenants.

3. There is no insurance under:
- i) paragraphs A to O of part 1;
  - ii) part 2; or
  - iii) part 3
- of section 2 of this **policy**.

### CT02 Paying guests allowed

Part 2 of section 2 of this **policy** is replaced as follows:

## PART 2 – OCCUPIERS' LIABILITY TO THIRD PARTIES.

**We will cover you** against liability at law for damages payable in respect of:

- Death or bodily injury (including disease and illness).
- Loss of or damage to material property.

Caused by an accident occurring during the **period of insurance** incurred by you:

- i) As occupier of:
  - a) The **home**, provided that if the **home** is let to lodgers or paying guests, the number of lodgers or paying guests at any one time does not exceed six.
  - b) Land belonging to **your home**.
  - c) Any residential premises temporarily occupied for private purposes for no more than 30 days in any one **period of insurance**.
- ii) As an employer of employees involved in domestic duties at **your home**.
- iii) As a private individual anywhere in the world but not as the occupier or owner of any premises or land or as the employer of any employee.

**We will not pay** for liability arising from:

- The transmission of any contagious disease by **you**.
- Death of or bodily injury (including disease and illness) to **you** or any person employed by **you** in connection with the letting of any part of **your home** to lodgers or paying guests.
- Loss of or damage to material property belonging to **you** or under **your** charge or control.
- Any incident arising out of the ownership, custody or control of any horse, dog or pet if more specifically insured by any other policy (or would be insured if this **policy** did not exist) except for any amount over the limit they will pay (and for which payment has been agreed) under that other insurance.
- Death or bodily injury (including disease or illness) and loss or damage to property arising out of ownership, custody or control by **you** or on **your** behalf of a dog type specified in section 1 of the Dangerous Dogs Act 1991 (or designated for the purposes of that section by an order of the Secretary of State) or in the Dangerous Dogs (Northern Ireland) Order 1991.

We will cover **you** against liability at law for damages payable in respect of:

We will not pay for liability arising from:

- Death of or bodily injury to any employee arising out of:
  - i) being carried in or upon a vehicle; or
  - ii) entering or getting on to or leaving a vehicle;
 in circumstances where any road traffic legislation requires insurance or security.
- **Your** business or profession, but this does not apply to the letting of any part of **your home** to lodgers or paying guests or for private residential purposes.
- A contractual obligation.
- The ownership, use or possession of:
  - i) Vehicles and other means of transport that are mechanically propelled or assisted whether licensed for road use or not (other than domestic gardening implements used within the boundary of the land belonging to **your home**, mobility carriages, electric wheelchairs and electrically assisted pedal cycles that are not required to be licensed if used on a public road).
  - ii) Aircraft, hovercraft, lifts (other than a stair lift) or water craft (other than hand-propelled water craft).
  - iii) Any caravan or trailer while being towed.
- The use of firearms, other than sporting guns used for sporting purposes.
- The use of horses for racing, steeplechasing or hunting.
- Loss or corruption of data directly or indirectly caused by the failure or malfunction of **electronic equipment** belonging to **you** or under **your** charge or control.

## CLAIMS SETTLEMENT UNDER PART 2

### Occupiers' and private individuals' liability to third parties

The maximum amount **we** will pay for any one claim or number of claims arising out of any one incident is:

- £2,000,000; and
- all legal costs and expenses that **you** have to pay, provided they are incurred with **our** written consent.

### Employers' liability

If the accident involves injury (including disease and illness) to a person working for **you** under a contract of service or apprenticeship and the injury arises out of and in the course of such service or apprenticeship:

- The maximum amount **we** will pay is £5,000,000 in respect of any one claim or number of claims arising out of any one accident. The limit includes any claimants' costs and expenses and all other costs and expenses incurred with **our** written consent.

If **you** die, **we** will cover **your** personal representatives against liability incurred by **you** and insured by this **policy**.

### CT03 Forcible and violent theft only

Paragraph 6 of part 1 of section 2 of this **policy** is replaced as follows:

The **contents** are insured against loss or damage caused by:

6. Theft or attempted theft.

**We** will not pay for:

- Any loss or damage unless force and violence is used to gain entry to **your home**.
- Loss or damage occurring during a **period of unoccupancy**.
- Loss or damage caused by **you, your** domestic employees, lodgers, paying guests or tenants.

### CT04 Unoccupancy conditions

1. The exclusion of loss or damage occurring during a **period of unoccupancy** applying to paragraphs 3, 6, 7 and 9 of part 1 of section 2 of this **policy** is deleted.
2. **We** will not be responsible for the first £200 of each and every incident of loss or damage under paragraphs 3, 6, 7 and 9 of part 1 of section 2 of this **policy** in addition to any other amount for which **you** are responsible.

**CV01 Caravan hired out**

1. **We** will not be responsible for the first £250 of each and every incident of loss or damage under part 1 of section 5 of this **policy** in addition to any other amount for which **you** are responsible.
2. The exclusion of loss or damage arising while the caravan is let for hire or reward under part 1 of section 5 of this **policy** is deleted.
3. The exclusion of liability arising from an accident occurring while the caravan is being let for hire or reward is deleted.

**CV02 More than one caravan insured**

The limitations and exclusions in section 5 of this **policy** apply separately to each caravan (including furniture, furnishings, fixtures, fittings, household linen and utensils and clothing and personal articles) in the same manner as if each had been insured by a separate policy.

**PP05 Service personnel**

The insurance by section 3 of this **policy** is subject to the following additional exception.

**We** will not pay for:

12. Loss or damage arising directly out of and in the course of **your** occupation as a member of Her Majesty's Forces.

**PY01 Minimum standards of security**

Unless **we** agree otherwise in writing, **we** will not cover **you** under sections 2 and 3 of this **policy** for loss or damage by theft or attempted theft from **your home** unless:

- a) All easy to reach windows or openings someone could get in through are fitted with key operated locks. This includes all windows, skylights and other openings that are accessible from ground level or without the use of a ladder, such as from a balcony, porch, single storey extension or next to a drainpipe.
- b) The last door **you** use when leaving **your home** is secured by either:
  - a lock certified to British Standard BS3621. (A lock certified to British Standard BS8621 is acceptable for flats or maisonettes above ground level to meet fire safety recommendations); or
  - a multi point locking system with a minimum of three locking points.
- c) External sliding doors are secured by anti lift devices and either:
  - a hook lock certified to British Standard BS3621;
  - a multi point locking system with a minimum of three locking points; or
  - any lock plus two internal key operated patio door locks or key locking bolts at the top and bottom.

d) External double doors are secured as follows:

The first closing door is secured both at the top and bottom with either:

- key operated security bolts that operate vertically into the door frame; or
- flush bolts mounted on the door edge and concealed when doors are closed.

The second closing door is secured with either:

- a lock certified to British Standard BS3621;
- a multi point locking system with a minimum of three locking points; or
- any lock plus key operated security bolts that operate vertically into the door frame at the top and bottom.

e) All other external doors, including doors accessing the private dwelling from a garage, need to be secured either:

- as stated in (b) above; or
- by any lock plus internal key operated security bolts at the top and bottom.

f) Garages and outbuildings are fitted with a key operated lock or locking system.

g) Immediately before **you** go to bed, all the window and door locks and bolts fitted to **your home**, other than for windows in occupied bedrooms, are put effectively into operation.

h) Whenever **your home** is left unattended, all the security devices fitted to **your home** are put effectively into operation. **You** should also remove all keys from locks and place them out of sight whenever **your home** is left unoccupied.

## **PY02 Security**

There is no liability under sections 2 and 3 of this **policy** for loss or damage by theft or attempted theft from **your home** unless:

1. Whenever **your home** is left unattended, all the security devices fitted to **your home** are put effectively into operation. **You** should also remove all keys from locks and place them out of sight whenever **your home** is left unoccupied.
2. Immediately before **you** go to bed all the window and door locks and bolts fitted to **your home**, other than for windows in occupied bedrooms, are put effectively into operation.

**PY03 Intruder alarm**

There is no liability under sections 2 and 3 of this **policy** for loss or damage by theft or attempted theft from **your home** unless the following requirements are met by **you** or by a responsible person acting on **your** behalf.

1. The intruder alarm installed at **your home** must be kept in proper working order under a continuing maintenance contract with an alarm company approved by the National Security Inspectorate (NSI) or Security Systems and Alarms Inspection Board (SSAIB) or such other company as agreed by **us**.
2. **Your** intruder alarm (or such parts of **your** intruder alarm as may be agreed by **us**) must be set before **you** or **your** domestic employees retire for the night.
3. **Your** intruder alarm must be set whenever **your home** is left without a responsible person in attendance.
4. **Your home** must not be left without a responsible person in attendance unless, as far as **you** or **your** representatives are aware, the intruder alarm, including all telecommunication lines used to transmit any signal or call, is fully operational and working.
5. **Your** intruder alarm must not be altered or replaced without **our** prior agreement.
6. **You** must tell **us** immediately if the police give formal notice to **you** of withdrawing response to signals or calls made by **your** intruder alarm.

**PY09 Unoccupancy conditions**

1. The exclusion of loss or damage occurring during a **period of unoccupancy** applying to paragraphs 3, 6, 7, 9, 13 and 14 of part 1 of section 1 and paragraphs 3, 6, 7 and 9 of part 1 of section 2 of this **policy** is deleted.
2. **We** shall not be responsible for the first £200 of each and every incident of loss or damage under paragraphs 3, 6, 7, 9, 13 and 14 of part 1 of section 1 and paragraphs 3, 6, 7 and 9 of part 1 of section 2 of this **policy**, in addition to any other amount for which **you** are responsible.

**PY11 Jewellery protection (3)**

The maximum amount that **we** will pay in respect of one claim under this **policy** for a single article of jewellery or watch is £10,000 and for jewellery and watches in total is £20,000, unless the article(s) is/are:

- i) being worn; or
- ii) in a room occupied by the **policyholder**; or
- iii) in a securely fixed locked safe; or
- iv) deposited in a bank or safe deposit.

Subject otherwise to the limits, terms, exceptions and conditions of this **policy**.

**PY12 Delayed installation of security**

1. It is a requirement of this **policy** that **your home** is secured in accordance with **our** minimum standards of security. If **you** do not comply with this requirement within 30 days of receipt of this endorsement by **you**, there will be no cover under sections 2 and 3 for loss or damage by theft or attempted theft from **your home**.
2. Endorsement PY01 does not apply until:
  - i) 30 days after receipt of endorsement by **you**; or
  - ii) such time as **your home** is secured in accordance with **our** minimum standards of security;whichever is earlier.

**PY13 Proof of value**

It is a requirement of this **policy** that **you** provide **us** with proof of value and ownership acceptable to **us** for any item specified on **your** policy schedule that would cost more than £5,000 to replace. If **you** do not comply with this requirement within 30 days of the start date of cover, there will be no insurance under this **policy** for the item(s).



# CUSTOMER HELPLINES.

As part of your Legal & General policy, you can call our helplines for assistance. These are open 24 hours a day, 365 days a year except for the tax helpline, which is available between 9am and 5pm Monday to Friday (other than public holidays).

## LEGAL AND TAX HELPLINE

These helplines are provided on our behalf by DAS Legal Expenses Insurance Company Limited. They will give you expert advice on any legal or tax problem that directly affects you.

They will advise you on the laws and practices of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. Our tax helplines can give you advice on the tax laws and practices of Great Britain and Northern Ireland. DAS will confirm their advice in writing if appropriate.

They do not though, offer any advice about your business, trade or profession.

There is no charge for using the helpline (except the cost of the call) and we might even cover certain legal costs and expenses if you have chosen the family legal protection section.



**0370 050 0962**

## DOMESTIC EMERGENCY

If you have chosen section 1 buildings, property owner's liability and home emergency cover, then you may be covered for certain home emergency costs.



You should call the home emergency helpline on:

**0845 155 6403**

If you have not taken this section of cover you can phone the domestic emergency helpline on:

**0800 408 9103**

We will locate the nearest suitable tradesman and advise costs.

You will be responsible for the tradesman's fees, but if the damage is covered by your policy you may submit a claim in the usual way.

# NO CLAIMS DISCOUNT.

If a claim is not made under section 1 buildings, section 2 contents or section 3 personal possessions of the policy, then your next renewal premium will include a no claims discount depending on your continuous claim free period of insurance.

## CONTINUOUS CLAIM FREE NO CLAIMS DISCOUNT

## NO CLAIMS DISCOUNT

1 YEAR	10%
2 YEARS	15%
3 YEARS	20%
4 YEARS OR MORE	25%

If you make one claim during a period of insurance, your no claims discount at the next renewal will be reduced as follows:

## CURRENT NO CLAIMS DISCOUNT

## NO CLAIMS DISCOUNT AT YOUR NEXT RENEWAL

10%	NIL
15%	NIL
20%	10%
25%	15%

If you make two or more claims during a period of insurance, you will not receive any no claims discount at your next renewal.

If you make claim(s) under section 1 buildings, then this will only affect the buildings no claim discount. However if you make a claim under section 2 contents and/or section 3 personal possessions, then this will affect the no claims discount for both contents and personal possessions.

# OUR COMPLAINTS PROCEDURE.

We always aim to treat you with fairness, courtesy and respect for your insurance needs, and keep you informed. This commitment extends to dealing with any complaints you might have in a straightforward, helpful way, as quickly as possible.

## IF YOU HAVE A COMPLAINT OTHER THAN HOME EMERGENCY AND FAMILY LEGAL PROTECTION

Please contact us quoting your policy number or claim number.

You should address your complaint to:

Legal & General Insurance  
Centre City House, The Podium  
5 Hill Street, Birmingham B5 4US

or telephone us on:



**0370 900 3110**

## IF YOU HAVE A COMPLAINT IN RELATION TO FAMILY LEGAL PROTECTION (SECTION 4)

Please contact DAS quoting your policy number or claim number.

You should address your complaint to:

Customer Relations Department  
DAS Legal Expenses Insurance Company  
Limited, DAS House, Quay Side  
Temple Back, Bristol BS1 6NH

or telephone them on:



**0370 050 1575**

## IF YOU HAVE A COMPLAINT IN RELATION TO HOME EMERGENCY COVER (SECTION 1, PART 3)

Please contact HomeServe quoting your policy number or claim number.

You should address your complaint to:

Customer Relations  
HomeServe, Cable Drive  
Walsall, West Midlands WS2 7BN

or telephone them on:



**0845 155 6403**

## IF YOU REMAIN DISSATISFIED, YOU CAN COMPLAIN TO:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR



**0300 123 9 123**



[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)



Making a complaint will not affect your legal rights. For further information about your legal rights, please contact your local authority Trading Standards department or Citizens Advice Bureau.



[www.legalandgeneral.com](http://www.legalandgeneral.com)

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